# The Solicitors' Journal

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## Current Topics.

### Sir Isaac Isaacs.

THIS distinguished and veteran judge and statesman who has just arrived on a visit to this country, where he is sure to receive a hearty welcome, can claim a record of active service that is in many ways unique. Born in Melbourne in 1855, so that he has now reached the patriarchial age of eighty-one, his first ambition was to enter the Civil Service, but soon his energies were diverted into the law, in which he was in due time to reach the highest honour—that of Chief Justice of Australia, a post which he only vacated to fill the office of Governor-General of the Commonwealth—the first Australian by birth to attain the position. With the varied knowledge acquired in his career, first at the Bar, on the Bench, and as a member of the Convention which in 1897 framed the Commonwealth Constitution, he brought to the discharge of his high duties qualities which ensured successful and smooth working of the governmental machinery. There were those, it is true, who regarded the appointment of an Australian by birth as a departure from the old-established rule whereby the head of the Commonwealth should be sent from this country, and therefore likely to weaken the Imperial connection, but under the able guidance of Sir ISAAC ISAACS events falsified this gloomy presentiment, and he now comes full of years and honours to give what someone has termed an account of his distinguished stewardship. In the honorary Benchership of the Inner Temple conferred upon him some years ago the legal profession of this country can claim a share in his judicial distinction.

### A Legal Classic.

THE appearance of a new edition—the ninth—of "Russell on Crimes," under the editorship of Mr. R. E. ROSS, whose office of Chief Clerk of the Court of Criminal Appeal gives him special qualifications for adequately supervising the work, is a reminder of the fact that the learned author of the treatise, Sir WILLIAM OLDNALL RUSSELL, was a very distinguished lawyer. His first contribution to the literature of the law bore a title reminiscent of very old days, namely, "The Practice of the Court of Great Sessions on the Carmarthen Circuit," which he followed up by collaborating with EDWARD RYAN in a volume containing the decisions of the twelve judges on Crown cases reserved between the years 1799–1824. Having accomplished this task and produced the first edition of the work on Crimes—published in 1819—he was knighted and went out to India to act as Chief Justice of the Supreme Court of Bengal, a high office in which one of his predecessors—Sir EDWARD HYDE EAST—was another whose chief fame had rested on his skill as a reporter as embodied in a stately series of sixteen volumes under his own name, and, in collaboration with CHARLES DURNFORD, in a further series consisting of eight volumes. RUSSELL was succeeded as Chief Justice by his former reporting colleague, EDWARD RYAN, who also was knighted, and after his return to England rendered efficient service on the Judicial Committee of the Privy Council, where his Indian experience was of special value.

### Police Court Social Services.

QUESTIONS raised by the recommendations of the report of the Departmental Committee on Social Services, which were outlined in this column in our issue of 4th April last, were recently ventilated in the House of Lords, when the EARL OF LISTOWEL asked the Government what action it was proposed to take in the matter. He referred to the conclusions which had been reached relating partly to the treatment of matrimonial cases in the police courts and partly to the working of the whole probation service and to "certain very drastic and far-reaching reforms" which had been advocated. The main recommendations should, it was urged, form the basis of a Bill which the Government might carry through both Houses. The EARL OF FEVERSHAM, on behalf of the Government, pleaded for time in view of the very recent publication of the report. The Home Office was, he intimated, however, in very full sympathy with the general objects of the report and the proposals were now receiving the sympathetic attention of the Home Secretary. While the courts were hampered in many directions by defects of procedure, it was said that inquiry showed that magistrates as a body were anxious in administering the law to avoid, on the one hand, unnecessary separations, and, on the other, to see that, when applicants had proper grounds for separation, maintenance and separation orders were made in accordance with the spirit and purpose of the law. The hope was expressed that justices throughout the country would recognise the advantages of making special arrangements for the hearing of matrimonial cases. The committee's recommendations relating to restricting admission to the court during such proceedings and to the check on newspaper reports would require legislation and might be expected to arouse controversy. No pronouncement on that subject was made. With regard to the probation service, the EARL OF FEVERSHAM said that he was not in a position to make any statement on the question of legislation beyond saying that the Home Secretary recognised that the subject required early attention. Much could be done in advance of legislation by bringing the report to the notice of justices and clerks. Progress, he urged, depended largely on a fuller understanding by justices of the importance of the probation officer as an agent for the social services connected with courts of summary jurisdiction. To

starve the service by failure to provide the comparatively small amount of money needed, or by the failure of justices to devote sufficient time to the work, was contrary to the social interest of the country and the maintenance of judicial efficiency.

### Road Safety for Children.

ONLY brief reference can be made here to the recently published report of the Inter-Departmental Committee appointed by the President of the Board of Education in conjunction with the Minister of Transport to "consider and advise what steps can best be taken with a view to promoting road safety among school children, and what forms of instruction in the matter are best adapted for children of different ages as a regular part of the school curriculum." Among external circumstances constituting causes of road accidents to children are included the increase in speed and volume of motor traffic, inadequate roads, inconsiderate driving, failure of the human element and inadequate playing places. In regard to the failure of the human element—a matter which in the view of the committee is in urgent need of further investigation—the report states: "We have no doubt that among the large number of motorists there must inevitably be some whose temperament is such as to interfere with their powers of judgment and thus to prevent them from intelligently anticipating what other road users may do, and also from doing the right thing themselves at the right moment. Such persons are certainly more likely to cause accidents than those who are of normal temperament." This observation has particular force in connection with the subject under review. Causes arising from the characteristics of childhood, the second group of factors exhibited by the committee as responsible for accidents of this kind, include playing in the carriage way, impulsiveness and inexperience, the stealing of rides, and cycling. The riding by children of cycles too big for them or in an unroadworthy condition, the lack of a suitable carrier for books or parcels, the use of scooters, are all considered to be sources of danger.

### Recommendations of the Committee.

THE committee makes no fewer than fifty-one recommendations. It is urged, *inter alia*, that a full realisation of responsibility in the matter should be brought home to parents, that far more drastic regulations and restrictions concerning road traffic will have to be imposed if the toll of accidents is to be substantially reduced, and that those responsible for enforcing the laws relating to the use of the roads should take more consistent and vigorous action—in particular, penalties imposed by the courts for dangerous driving should be such as to act as a real deterrent, and greater use should be made of the power to disqualify drivers from holding or obtaining a driving licence. The committee further advocates the setting up by county and county borough councils of children's safety committees containing representatives of the authorities for highways, education, parks and open spaces, the police and school teachers, and with power to co-opt local representatives of other organisations actively interested in the promotion of road safety. These committees, which would be purely advisory and make recommendations to the appropriate executive authorities, would be charged with the duty of periodical surveys from the point of view of road safety, of advising as to the most appropriate form of protection at road crossings near schools and of promoting local propaganda. A central committee, representative of these local committees, should ultimately be set up to review their work, advise them on points of difficulty, promote national propaganda, and submit an annual report on the work of the local committees to the President of the Board of Education and the Minister of Transport. It is also recommended that parents should not allow children under the age of about seven to be on the highway unaccompanied, that the system of authorised adult patrols as a means of protecting children at busy crossings might well be given an extended trial, though the presence of a police constable is favoured as the most effective means, and that in selecting sites for new schools particular attention should be given to their relationship to existing and future traffic routes. The provisions of footpaths, playing fields, "play streets," the bringing home to children of the dangers of cycling, an inculcation of the contents of the Highway Code (so far as it is appropriate to the age and capacity of children), even occasional lessons by police officers in uniform, are among the very numerous other suggestions made by the committee.

### Traffic Signs.

THE committee advocates, with the retention of the existing school sign as an "advance warning," experiments with a view to securing a conspicuous device to give warning only at those times when children are entering or leaving school. In this connection may be noted the suggestion that, where industrial towns are concerned, consideration should be given to an alteration of school hours in order to prevent children journeying to and from school at those times when the roads are congested with workers. With regard to the sign itself, the Minister of Transport intimates, in the course of a letter sent to highway authorities with the report, that a special sign has been authorised for the use of those assisting children to cross the road. This device displays on a white ground the words "Stop—Children Crossing" in large red letters. Highway authorities are permitted to use the sign between 8.30 a.m. and darkness or 5 p.m., whichever is the later. It is intended that its use be restricted to responsible adults. The foregoing notes apply to the report of the Inter-Departmental Committee for England and Wales. Contemporaneously with the issue of the foregoing a Scottish committee issued a report dealing with the same problem for Scotland.

### The Sale of Coal: District Scheme Amendments.

REFERENCE was made recently in the House of Commons by Captain CROOKSHANK, Secretary to the Mines Department, to the provisions of s. 3 (4) of the Coal Mines Act, 1930, relating to representations by district executive boards to the effect that it is necessary or expedient that district schemes should make provision for any matters in addition to or in substitution for those set out in the previous sub-sections of the same section for the purpose of regulating or facilitating the production, supply, or sale of coal, or any class of coal. The preparation by the coalowners of the schemes for the organised selling of coal was involving the consideration by the industry and the Mines Department of a number of important and difficult questions, but (it was intimated), considering the complexity of the problems involved, good progress in reaching agreement was being made. The speaker recalled that last October the Central Council of the colliery owners gave the Government a formal assurance that the schemes would become effective by 1st July—a date fixed after taking into consideration the Parliamentary time required for the approval of the draft orders under the sub-section above referred to. The Government had now acceded to a request recently made by the Central Council for a postponement of the date until 1st August. Captain CROOKSHANK said that he understood that the Secretary of the Mineworkers' Federation of Great Britain had been informed by the Central Council of the terms of the letter they had sent to him, and that he had informed the coalowners that the representations to be made to him under s. 3 (4) of the Act to cover the amendments of their district schemes must be in his hands not later than 15th May. The draft orders would be laid before Parliament immediately thereafter. Emphasis was laid on the short time remaining for the submission of these representations. As we

go to press it is announced that the Secretary for Mines has undertaken the office of mediator between the contending colliery owners who have failed, in the preparation of a central selling scheme, to reconcile the different interests of the exporting and the inland coal fields.

### Land Registry Report.

According to the annual report of the Land Registry, which was recently issued, all former records of work in the registration of title were exceeded in 1935, the number of registrations showing an increase of 14,613 cases on the previous record total of 217,829 reached in 1934. An increase in the individual cost of each registration is explained by the additional number of voluntary registrations which, notwithstanding a cumulative drop, cost more for each case than compulsory registrations. Meanwhile it has been possible to pay off a deficit of nearly £70,000 incurred during the war, to purchase the freehold of the Land Registry building in Lincoln's Inn Fields by the redemption of the annuity thereon, and to build up an insurance fund valued at about £475,000. Moreover, the fees for registration have twice been reduced during the last ten years. Our customary Article on the annual report appears on p. 356 of the present issue.

### Driving Licences: Amendment of the Law.

Last Tuesday saw the completion of the committee stage of a Bill, the provisions of which are designed to remove what are considered to be certain anomalies in the law relating to the issue of motor driving licences. Clause 1 provides that a person who, under the orders of a licensed driver, acts as a steersman on a motor vehicle of a class subject to a 5-miles an hour speed limit need not himself hold a licence under the Road Traffic Acts. Under cl. 2 the licensing authority will be empowered to issue a provisional licence to enable a person to learn to drive a heavy goods vehicle with a view to passing a test. A new clause accepted by the Standing Committee provides for the issue of licences appropriate to the tests undergone. Captain Austin Hudson, Parliamentary Secretary, Ministry of Transport, in moving the addition of this clause, said—we quote from *The Times*—that as the law now stood a person might take his driving test on a motor cycle and was then considered to be capable of driving any form of private motor and certain forms of light lorries. That was completely and absolutely wrong. The clause was supported by Mr. S. Storey, who, in fact, presented the Bill. The new provision was, he intimated, in line with the general draft of the Bill, which dealt with the anomalies of the licensing laws.

### Sunday Trading.

Reference has already been made in this column to the main objects of the Shops (Sunday Trading Restriction) Bill. The Bill, as amended by the Standing Committee, was considered on Report on 1st May, and the following is a brief account of the amendments introduced into the difficult clause relating to miscellaneous savings. Among persons excluded from the operation of the Bill are hairdressers and barbers attending the residents of clubs (as well as of hotels), those employed in connection with the sale or distribution of milk and other farm produce, and (subject to certain conditions) registered pharmacists employed in connection with the sale or supply of medicines or appliances in any premises required to be kept open on Sunday for the serving of customers in pursuance of a contract between the occupier of the premises and an insurance committee, fried fish shops at holiday resorts from June to October inclusive, the sale of meals and refreshments off the premises if the sale of such for consumption on the premises forms a substantial part of the business. Another amendment—put forward at the instigation of the National Association of Retail Newsagents—provides that a person working on a Sunday for more than four hours shall not only be given a whole holiday in addition to his weekly half-holiday, but shall not be employed on more than three Sundays in any one calendar month, while a further provision excludes flour confectionery from the businesses exempted under the schedule. The foregoing amendments illustrate the difficulty in face of the multifarious activities of modern life of drafting a statute dealing with the subject of Sunday Trading. The detailed enumeration of occupations and activities both as regards restrictions and exceptions thereto in the new Bill affords an interesting comparison with the somewhat general terms in which s. 1 of the Sunday Observance Act of 1677 was drafted. The scope of that section and its effect upon transactions amounting to contraventions thereof was indicated in an article on Sunday Sales appearing in our last issue (80 Sol. J. 336).

### Recent Decisions.

In *Roden* v. *Brett* (*The Times*, 1st May) a Divisional Court quashed a conviction of unlawfully resorting to a common gaming-house on an information preferred against the appellant under s. 9 of the Unlawful Games Act, 1541. The justices, whose attention was drawn to the headnote in *Murphy* v. *Arrow* [1897] 2 Q.B. 527, convicted and bound over the appellant notwithstanding that he had established the innocent purpose for which he was on the premises. du Parcq, J., referred to the note on *Vines* v. *Rawsthorne* (*The Times*, 7th April, 1933), in Stone's "Justice Manual" (1936 ed., p. 836), relating to the arrest of persons innocently upon premises and intimated that the present decision would put the matter beyond doubt.

In *Rex* v. *Gee*; *Rex* v. *Bibby*; *Rex* v. *Dunscombe* (*The Times*, 2nd May), the Court of Criminal Appeal quashed the convictions of the appellants in cases where it was common ground that the depositions had not been taken in accordance with the provisions of s. 17 of the Indictable Offences Act, 1848, and, in consequence, the provisions of s. 2 (2) of the Administration of Justice (Miscellaneous Provisions) Act, 1933, had not been complied with. Though the appellants might have moved by *certiorari* to quash the indictment, the fact that they did not do so did not, the court held, make a bad indictment a good one. Readers must be referred to the report for particulars of the irregularities. Reference was made to the power which the court has in such circumstances to order a proper trial as an alternative to quashing a conviction: *Crane* v. *Director of Public Prosecutions* [1921] 2 A.C. 299.

In *Re Railways* (*Valuation for Rating*) *Act*, 1930; *Applications by Railway Assessment Authority and Others* (*The Times*, 6th May), applications made by the Railway Assessment Authority, the London County Council, the Middlesex Valuation Committee and the Corporations of Croydon and Brighton under s. 18 (2) of the Railway and Canal Traffic Act, 1888, for the review of an order dated 6th February, 1935, were dismissed by the Railway and Canal Commission Court. That order, which was subsequently affirmed by the House of Lords, was made on the footing that the "profit basis" was to be applied to the rating of railway hereditaments and fixed the figure for the Southern Railway at £1,077,131 for 1931. MacKinnon, J., intimated that r. 69 of the Rules made under the Act above referred to (the rule provides that applications to review must be made within twenty-eight days of the making of the order complained of) related to the correction of slips and did not apply to cases such as that under consideration, but they could not annihilate the passage of time since the order of February, 1935, was made, nor was it possible to hear the case again.

In *Binney* v. *Binney and Hill* (*The Times*, 6th May), the court dismissed an undefended divorce petition in which the petitioner sought the exercise of the court's discretion, notwithstanding that an adulterous association of his own ceased in 1923, it being held that there had been "unreasonable delay in presenting or prosecuting the petition" within the meaning of s. 178 (3) of the Supreme Court of Judicature (Consolidation) Act, 1925.

## Counsel's Fees and Disbursements.

A CASE of great importance to solicitors on the question, first, of "taxing-off," and, secondly, on counsel's fees, is reported in 80 SOL. J. 224; 52 T.L.R. 306, under the title "*In re Taxation of Costs—In re a Solicitor.*"

The bill of a solicitor was taxed pursuant to the order of Master Ball, at the instance of the client, S. The bill was for £1,670 in respect of work done and disbursements made between 1929 and 1931. The bill was addressed to S and G, jointly, as joint clients. On the taxation, S took the point that certain of the items were due from G only. The Master upheld this point and deducted £317. In addition, the Master "taxed-off" various items which, when added to £317, amounted to more than one-sixth of the total and he accordingly ordered the solicitor to pay the costs of the taxation under s. 66 (5) of the Solicitors Act, 1932.

Now among the "taxed-off" items was an amount of £90 in respect of counsel's fees. The fees, however, had not been paid before the bill was delivered or before the taxation had begun; they had been paid before the item was reached. Rule 27, reg. 29A, of Ord. 65 provides that:—

> "In taxations under or pursuant to the Solicitors Act, 1843, of a solicitor's fees, charges and disbursements, no such disbursements shall be allowed which have not been actually made before the delivery of the bill of costs, unless the bill shall expressly state that they have not been made, and shall set out such unpaid items of disbursements under a separate heading in the bill, in which case they may be allowed by the taxing master if they are actually made before the commencement of the proceedings in which the taxation takes place, and are made in discharge of an antecedent liability of the solicitor (including counsel's fees) properly incurred on behalf of the client . . ."

This bill did not contain any such statement relating to these unpaid fees of counsel.

The taxing master accordingly "taxed-off" this sum of £90 because it had not been paid either before the delivery of the bill or before "the commencement of the proceedings." He also held that the £317 had been "taxed-off" within the meaning of the statute. Since these two items together exceeded the statutory sixth, he ordered the solicitor to pay the costs of the taxation.

An appeal to the judge in chambers was dismissed by Singleton, J.

The solicitor appealed to the Court of Appeal (Greer, Slesser and Scott, L.JJ.). They held:—

(1) That counsel's fees are not "disbursements" unless actually paid before delivery of the bill of costs;

(2) That the items struck out as not being covered by the client's retainer are not "taxed-off" within s. 66 (5);

(3) Since the one-sixth included such items, the solicitor was not liable for the costs of the taxation.

It was contended that reg. 29A had become inoperative since the Solicitors Act, 1932. The regulation had been framed under s. 37 of the repealed Solicitors Act, 1843, which (it was said) was not re-enacted. But Scott, L.J. (delivering the judgment of the court), pointed out that wherever "costs" is used in the Solicitors Act, 1932—e.g., s. 65, "Action to recover solicitor's costs"—it includes, by the definition clause in s. 81 (1), "fees, charges, disbursements . . ."

Now a "disbursement" is a sum "due from client to solicitor."

> "A 'disbursement' charged by a solicitor against his client for counsel's fees must always have meant a disbursement actually made—money paid out of the pocket of the solicitor—since, *ex hypothesi*, counsel's fees, being in law mere gratuities, and not constituting a debt from the solicitor to the barrister, cannot be 'due' from the client to the solicitor until the latter has actually paid counsel" (p. 307).

See also Murray, "New English Dictionary," Vol. III, p. 409:—

> "That which has been disbursed; money paid out; expenditure."

This was laid down in *Sadd* v. *Griffin* [1908] 2 K.B. 510, in the Court of Appeal (Farwell and Fletcher-Moulton, L.JJ.). Farwell, L.J., in his judgment, at p. 512, actually cites the definition just quoted. He adds:—

> "A solicitor cannot properly accept payment of the bill unless he has paid the alleged disbursements, and, if he did so, he would run considerable risk of being struck off the rolls."

It was necessary "in the interests of honesty" that disbursements should be made before the bill was paid.

> "We hold, therefore, that for the purpose of taxation under the Solicitors Act 'disbursements' means actual payments before the delivery of the bill, and that any sums claimed in the bill as disbursements and not paid before its delivery must be disallowed" (p. 513).

(In *Re Eden* [1920] 2 K.B. 333—not referred to in the case under comment—Bankes and Scrutton, L.JJ., held (distinguishing *Sadd* v. *Griffin*) that "costs, charges *and expenses*" in the Solicitors Act, 1860, may include fees to counsel unpaid before the delivery of the bill at the commencement of taxation.)

Under s. 65, a solicitor cannot, accordingly, insert in his bill of "costs due" to him a "disbursement" relating to counsel's fees which he has not paid.

> "In the case of counsel's fees there cannot be any debt until after actual payment by the solicitor to counsel" (p. 307 of 52 T.L.R.).

It was for the Rule Committee, however (said Scott, L.J.), to re-word the regulation so as to refer, in terms, to the Solicitors Act, 1932.

Hence the sum of £90 was properly, in this case, "taxed off."

But what of the items struck out as not being covered by the client's retainer?

> "Where items in a solicitor's bill are struck out of it at the instance of the client because the business in question has been included in any retainer given by him, these items ought not to be considered for the purpose of estimating the one-sixth 'taxed-off'" (p. 307).

There is old authority for this proposition in *White* v. *Milner* (1794), 2 H. Bl. 357, and *Mills* v. *Revett* (1834), 1 A. & E. 856.

An item can only be properly regarded as "taxed-off" where the business was "within the retainer," and not where the client says:—

> "This is business with which I have no concern; it ought never to have been in the bill at all" (p. 308).

The appeal was allowed.

## The Land Registry Annual Report.

THE Annual Report of H.M. Chief Land Registrar for the financial year 1935-36, which has just been published (H.M. Stationery Office, 6d. net), shows that the volume of work surpassed the previous year (which was itself a record) by no less than 14,613 cases, of which 13,497 came from the voluntary areas. It is a striking fact that the total volume of registrations from the voluntary areas now greatly exceeds that from the compulsory areas. The time taken to complete first registrations and dealings has been reduced to 4.7 days and 3.4 days respectively, the fastest times yet reached. While it is possible that these times may be still further reduced the Chief Registrar suggests that the limits of practicability are almost reached, and few, if any, of his critics will disagree with him on this point.

With regard to general service, the Chief Registrar states that absolute or good leasehold titles were registered in over 99 per cent. of London cases and in 97 per cent. of cases in the non-compulsory areas. The existing registers were cleared of

exhausted entries in 17,719 instances, and conversions from possessory to absolute or good leasehold title made without fee in over 3,000 cases. The free official search (Form 94) obviating the necessity for personal attendance at the Registry is becoming more and more widely used, especially by solicitors in the non-compulsory areas.

The numbers of first registrations during the year were 5,345 for London, 395 for Eastbourne, 459 for Hastings, and 4,012 for the non-compulsory areas. There were 90,440 dealings with land already registered in London and 126,735 dealings with land already registered in the non-compulsory areas. The total transactions were 95,785 in London and 130,747 in the non-compulsory areas. In the nature of things first registrations in London must continue to decline in number, but the rapid increase of first registrations in the non-compulsory areas since 1925, the first year of the new real property legislation, is very significant as showing the increased popularity of land registration.

A remarkable feature of the year's report is the table showing the areas from which the voluntary registrations come. It appears from this that 24.3 per cent. of such cases came from Middlesex, 14.3 from Surrey, 9.8 from Kent, 7.6 from Essex, 2.9 from Sussex and 41.1 from other areas.

There are now over 643,000 titles on the register of the aggregate value of £483,000,000. With these there have been over 2,210,000 dealings.

The Land Charges Department was compelled (owing to the great increase in voluntary registration of title, the extension of compulsory registration to the County of Middlesex, which will come into operation on 1st January, 1937) to remove to Lion House, Red Lion-street, High Holborn, W.C., a building situated a few minutes' walk away from the Lincoln's Inn Registry. The move took place between the closing of the department on Saturday, 26th October, 1935, and the opening of the new office on the following Monday morning. It is remarkable that the change was effected without a single registration being delayed or the issue of a single official search being postponed.

Complaints regarding the difficulties in practice in connection with the registers under the Land Charges Act, 1925, and the searches in such registers still continue, but they were found to be almost entirely due to the inherently unsatisfactory nature of the registers prescribed by the Act. There were no less than 846,379 official searches and 164,919 registrations. Official certificates were in all cases issued within seven hours of receipt of the application for them, except that applications received on Saturday mornings are not issued until Monday afternoon, largely to avoid keeping the staff at work on Saturday afternoons.

Out of 846,379 certificates of search issued, only thirty-four instances of substantive errors came to light—a very remarkable state of affairs. The Chief Registrar is not aware of any loss having been incurred owing to any of the errors.

The Middlesex Deeds Registry (now in its last days) remained stationary. The figures were almost identical with those of 1934, there being 62,834 registrations and 10,076 personal searches, but the official searches showed an increase, there having been 26,134 in 1935.

The Agricultural Credits Department is a minor department of the Registry. There were 370 memoranda registered and 14,053 applications for official search.

The fee income for the year was approximately £330,000, an increase of about £14,000, and the expenditure (which included the sum of £20,000 spent on bringing the Ordnance Map for Middlesex up to date) was approximately £289,000, there being a surplus on the year's working of about £44,000.

Sir John Stewart-Wallace concludes with a well-merited acknowledgment of the assistance given to him by his staff, which has produced such excellent results. The report is a further proof of his high administrative ability, and an example of how a Government Department ought to be run.

# Company Law and Practice.

**The Court's Jurisdiction to Transfer Winding-up Proceedings.**

THE general question of the transfer of winding up proceedings has lately been considered by Bennett, J., in the case of *In re Vernon Heaton Company Limited* [1936] 1 Ch. 289, the result of his decision being, as set out in the head-note to the report, that the High Court has jurisdiction to transfer winding up proceedings from the High Court to any court which has jurisdiction to wind up companies, and it can transfer proceedings in the winding up of a company with a capital exceeding £10,000 to a county court having winding up jurisdiction.

Before we consider the case in more detail, I think we would do well to refresh our memories of the relevant provisions in the 1929 Act, the most important of which are ss. 163 and 165. The first of those is somewhat lengthy and we can dispense with a detailed consideration of some part of it for our present purposes. The first sub-section (s. 163 (1)) provides that the High Court is to have jurisdiction to wind up any company registered in England; so that its jurisdiction is universal and complete. Sub-sections (2) and (4) confer certain jurisdiction on the Palatine Courts and on the court exercising the Stannaries jurisdiction respectively, concurrently with the jurisdiction of the High Court; and s. 163 (3) provides that "where the amount of the share capital of a company paid up or credited as paid up does not exceed ten thousand pounds, the County Court of the district in which the registered office of the company is situate shall, subject to the provisions of this section, have concurrent jurisdiction with the High Court to wind up the company." A county court may, however, be excluded by order of the Lord Chancellor from having jurisdiction under the Act, and for the purposes of that jurisdiction he may attach its district or any part of it to any other county court, and may revoke or vary any such order; and in exercising these powers the Lord Chancellor is to provide that a county court shall not have jurisdiction under the Act unless it has for the time being jurisdiction in bankruptcy: sub-s. (5). It is provided by sub-ss. (6), (7) and (8) respectively that every court in England with jurisdiction under the Act to wind up a company is to have, for the purposes of that jurisdiction, all the powers of the High Court, and every prescribed officer of the court is to perform any duties which an officer of the High Court may discharge by order of the judge thereof or otherwise in relation to the winding up of a company; that nothing in the section is to invalidate a proceeding by reason of its being taken in the wrong court; and that, for the purposes of the section, "registered office" means that place which has longest been the registered office of the company during the six months immediately preceding the presentation of the winding up petition.

So much for s. 163; the second section (s. 165) is not nearly so long, and it enacts by sub-s. (1), which is very important, that the winding up of a company by the court in England or any proceedings in the winding up may at any time and at any stage, whether with or without application from any of the parties thereto, be transferred from one court to another court, or may be retained in the court in which the proceedings were commenced, although it may not be the court in which they ought to have been commenced. The powers of transfer given by this sub-section are exercisable, by virtue of sub-s. (2), by the Lord Chancellor or by any judge of the High Court with jurisdiction under the Act, or by the judge of any other court as regards any case within its jurisdiction. Lastly, by sub-s. (3), provision is made for determination in the first instance by the High Court, in the form of a special case, of any question which arises in any winding up proceeding in a county court and which either all the parties thereto, or one of them and the judge of the court, may desire to have so determined.

Now, in *Re Vernon Heaton Company Limited*, the matter came before Bennett, J., in this way: the High Court made an order in 1934 for the compulsory winding up of the company, whose share capital exceeded the amount of £10,000, and a liquidator was duly appointed. In April, 1935, upon the application of the liquidator, an order was made transferring the proceedings in the winding up to a county court. A summons in the winding up was issued on behalf of a creditor, and at the hearing of this summons in July of the same year, the county court judge refused to deal with the matter raised in the summons, on the ground that he had no jurisdiction to do so because the paid-up capital of the company exceeded £10,000. Therefore the creditor subsequently made an application to the High Court, pursuant to r. 106 of the Companies (Winding Up) Rules, 1929, asking for the restoration and re-transfer of the proceedings to the High Court. It will be remembered r. 106 provides that "if a creditor . . . is dissatisfied with the decision of the Liquidator in respect of a proof, the court may, on the application of the creditor . . ., reverse or vary the decision"; and provision is made for a time limit of twenty-one days from the service of notice of rejection within which notice of the application must be given by the creditor. The real question, then, that fell to Bennett, J., to decide was whether or not the county court had jurisdiction to deal with the matter, in spite of the fact that in the first place it had no power, by reason of s. 163 (2), to wind up the company.

The applicant's argument supported the contention of the county court judge that he had no power to hear the application, and he relied upon the definition of the expression "the court" in s. 380, which provides that that expression used in relation to a company means the court having jurisdiction to wind up the company, unless the context otherwise requires. He maintained also that that expression "the court" has the same meaning in the winding up rules as in the Act, and that the present was a proper case for retransfer within r. 43, whereby it is provided that the judge of the High Court may at any time, for good cause shown, order the proceedings in any court, other than the High Court, to be transferred to the High Court, or any proceedings in the High Court to be transferred from the High Court to any other court; the "good cause shown" here, which would justify the High Court in exercising its general jurisdiction, being the applicant's inability to have his claim heard in the county court because the judge of that court had refused to entertain it and because that judge had no jurisdiction to hear any application. The liquidator's argument, on the other hand, was devoted generally to the contention that ss. 163 and 165, which I have quoted in part, amply endowed the High Court with full jurisdiction in the matter, and that, by reason of its complete power (see s. 163 (1)) it could never be the "wrong court" within the meaning of s. 163 (7); so that this latter sub-section must refer to the county court, and any act done by the county court judge was thereby validated although the court were the wrong one. Rule 43, to which I have already referred, was cited as demonstrating the distinction in the winding up rules between "the court" and "the High Court"; reference was also made to the decision in *In re Real Estates Company* (1893), 1 Ch. 398, which dealt with the section in the Companies (Winding Up) Act, 1890, that corresponded to s. 163 (5), *supra*. Bennett, J., in his judgment, emphasised that that decision was not applicable to the present case, so we need not concern ourselves further with it, beyond noting the reason for its being distinguished.

In his judgment, Bennett, J., said: "In this case I propose to decide that the court has jurisdiction to transfer winding up proceedings from the High Court to any court which has jurisdiction to wind up companies. This decision is the only possible one in view of the orders that have been made since the Companies Act, 1929, came into force . . . . The county court to which the proceedings were ordered to be transferred has jurisdiction to wind up companies. If the county court judge has said that he is not going to deal with the matter because he has no jurisdiction, the remedy is not to transfer the proceedings back to the High Court, but to apply for a *mandamus*. I hold that there was jurisdiction under s. 165 to transfer the winding up proceedings to the county court, following, as I have said, numerous orders made by judges of the High Court who, since the Act of 1929 came into force, have had charge of the company work"; and he therefore refused the application.

There can be no question of the rightness of the decision, and its importance must not be overlooked. From the practical point of view, it seems clearly advantageous that winding up proceedings should be transferable, and should be so transferred to a county court within the ambit of the company's business, from the point of view of the saving expense to local creditors and others interested in the winding up proceedings. But its chief advantage seems the clarification of the material sections of the Act, more particularly so as this construction is not too obvious upon a perusal of them as they stand in the statute book.

## A Conveyancer's Diary.

**Mortgage by Sub-demise—Effect of Transitional Provisions of L.P.A.**

An interesting case which may perhaps be somewhat of a blow to the careful conveyancer who before 1926 was accustomed to protect a mortgagee for whom he was acting in the best way he could is *Earl of St. Germans and Another* v. *Barker and Another* [1936] W.N. 106.

The facts as appear from the report were that before 1926 leasehold property was mortgaged by sub-demise for the full term less the last three days. The mortgagee entered into possession, and before 1926 he or his successors in title had become absolutely entitled to the mortgage term, the equity of redemption having become barred under the Statute of Limitations.

Upon the expiration of the term granted by the lease the demised premises were in disrepair, and the defendants, as the persons who had become entitled to the mortgage term, were required to put the property into repair under the covenant in that behalf in the lease. The action was for damages for breach of that covenant.

The plaintiffs contended that under s. 89 (3) of the L.P.A., 1925, and 1st Sched., Pt. II, para. 3, of that Act the legal estate in the leasehold premises had vested in the defendants as they were entitled to require that it should be conveyed or otherwise vested in them, and that therefore there was privity of estate between the plaintiffs and the defendants, and the plaintiffs could consequently require the defendants to comply with the covenant to repair or pay damages for breach thereof.

It is necessary to examine the provisions of the L.P.A. somewhat closely.

Section 89, so far as material, runs:—

"(1) Where a term of years absolute has been mortgaged by the creation of another term of years absolute limited thereout . . .

* * * *

"(3) Where any such mortgagee acquires a title under the Limitation Acts, he or the persons deriving title under him may by deed declare that the leasehold reversion affected by the mortgage and any mortgage term affected by the title so acquired shall vest in him free from any right of redemption which is barred . . ."

Then the transitional provisions upon which the plaintiffs relied in the case referred to are in the 1st Sched., Pt. II, para. 3, which, so far as pertinent, reads:—

"Where immediately after the commencement of this Act any person is entitled subject or not to the payment of

the costs of tracing the title and of conveyance to require any legal estate (not vested in trustees for sale) to be conveyed to or otherwise vested in him such legal estate shall by virtue of this Part of this Schedule vest in manner hereinafter provided."

By para. 6 (*d*) the legal estate is to vest in the person entitled to require the same to be vested in him.

The plaintiffs seem to have relied upon the decision in *Peachy* v. *Young* [1929] 1 Ch. 449.

The facts there were similar except that in the mortgage by demise the draftsman had taken care to insert a covenant by the mortgagor that he would at the request of the mortgagee vest the whole term created by the lease in the mortgagee, his executors, administrators or assigns. That, of course, at the time, was looked upon as affording an additional protection to the mortgagee and was such a provision as a careful conveyancer might have been expected to insert in a mortgage by sub-demise. The L.P.A. has, however, turned the tables upon the careful conveyancer by enacting the transitional provisions already mentioned, and, as was held in *Peachy* v. *Young*, the fact that there was a covenant to assign the nominal reversion has the effect of vesting the whole term in the mortgagee and so rendering him liable for the performance of the covenants in the lease by creating a priority of estate between him and the superior landlord.

It is true that under the L.P.(Amend.) A., 1936, the mortgagee may escape the liability thus thrust upon him by a disclaimer in writing, but if (as must happen in most cases) he fails through ignorance to do so, he will (as he was in *Peachy* v. *Young*) be saddled with the responsibilities of the lessee under the covenants in the lease.

However, in the instant case, the conveyancer had not so carefully considered his client's interests and had not inserted any covenant by the mortgagor to vest the nominal reversion in the mortgagee which, as it happens, was all the better for his client.

Crossman, J., in the course of his judgment, said, with reference to para. 3 of Pt. II, that he felt bound to come to the conclusion that it would be a strained construction to hold that a person who had power himself, without requiring or doing anything at all except executing a deed, to cause a legal estate to be vested in him came within the paragraph. His lordship said that he found great difficulty in seeing how the word "require" could apply to a case where the person could do the act in question of his own volition. The learned judge distinguished *Peachy* v. *Young* on the ground that in that case there was a covenant to assign the nominal reversion to the mortgagee if called upon so to do.

**"A Series of Transactions."**

We have at last some direct authority regarding the meaning of the expression "a series of transactions," in the well-known certificate as to the value given under the Fin. (1909–10) A., 1910, s. 73.

*Attorney-General* v. *Cohen* (1936), All. E.R. 583, was a case where a purchaser purchased six houses at an auction, each house constituting a separate lot. For four of the houses the purchaser gave less than £500 a-piece. There were separate contracts for each lot and separate conveyances. Lawrence, J., held that there was no "series of transactions" which would seem to be only common sense, but the case is or may become of importance because the learned judge said that for there to be a series of transactions within the section "there must be interdependence between them." Still, it remains to be seen what "interdependence" means in this connection.

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Mr. Henry Gladstone Barclay, M.B.E., solicitor, of Macclesfield, Registrar and High Bailiff, Macclesfield and Congleton County Courts, left £17,373, with net personalty £17,255.

# Landlord and Tenant Notebook.

**Cause of Improvement of Agricultural Holding.**

In or about the year 1870, a Mr. Butt wrote a treatise on the Landlord and Tenant (Ireland) Act, 1870, in the course of which he had occasion to emphasise the difference between improvement of land in which its occupier has played a part and improvement which would have taken place without him. The latter he characterised as improvements attributable to the "inherent capabilities of the soil." Great importance has been attached to this distinction, not only among valuers, but also in judicial and in legislative circles. The first of the long series of Agricultural Holdings Acts, and all its successors, have commenced with a provision to the effect that where a tenant *has made* on his holding an improvement, etc., he shall, subject to, etc., be entitled to obtain from the landlord as compensation for the improvement such sum as fairly represents the value of the improvement to an incoming tenant. But it was only the amending Act of 1906 which omitted a proviso which purported to qualify the first subsection of the first section of each of its predecessors, and which ran: "Provided always, that in estimating the value of any such improvement, there shall not be taken into account, as part of the improvement made by the tenant, what is justly due to the inherent capabilities of the soil."

I think it will be generally agreed that as an enactment this proviso was purely otiose. Not only does the main provision stipulate that the tenant shall have made the improvement, but a perusal of the list in the First Schedule will satisfy anyone that improvement due to inherent capability of the soil could never give rise to a claim for compensation. Land without inherent capabilities would not increase in value by any of the twenty-nine processes and operations therein set forth.

It may be that the proviso discharged the function of emphasising the essential object of the legislation, of stressing the fact that the tenant's efforts and not the landlord's gain were made the subject-matter of uncontracted rights. Perhaps for this reason Parliament ignored the recommendation of the Royal Commission on Agricultural Depression it set up in 1898, and repeated the proviso, albeit for the last time, in the Act of 1900. Tautology and redundancy are not always objectionable, or else something might be said and have been said about the adverbs "fairly" and "justly" contained in the main clause and the proviso respectively, which merely save us troubling about whether the Legislature could possibly have intended unfairness and injustice.

The expression "uncontracted rights" used above reminds one that since the second of the series of Agricultural Holdings Acts, that of 1883, came into force, the right to compensation for improvement obtains not only apart from agreement, but despite agreement to the contrary. We are used to such legislation nowadays, but at one time it was novel and revolutionary, and this probably explains why the distinction drawn by Mr. Butt was made so much of. It showed that there were limits, and where those limits lay. The Landlord and Tenant (Ireland) Bill of 1870 appeared to Queen Victoria to reveal an apparent want of sympathy with the landlords, so states a book by Mr. Phillip Guedalla, who adds the comment that this defect is unhappily inherent in Land Bills. But that it was not so extreme a measure as some supposed was pointed out in the case of *Adams* v. *Dunseath* (1882), 10 L.R. Ir. 109, which concerned a question of improvements governed by the Land Law (Ireland) Act, 1881, a measure which impliedly defined "improvements" as improvements under the statute which was the subject of Mr. Butt's treatise. So, if there be anyone who still requires to be disillusioned as to the scope of legislation affecting tenancies of agricultural holdings in this respect, he cannot do better than refer to the judgments delivered in that case.

The definition was: "(1) Any work which being executed adds to the letting value of the holding on which it is executed,

and is suitable to such holding; also (2) Tillages, manures, or other like farming works, the benefit of which is unexhausted at the time of the tenant quitting the holding."

Law, C., put the point in this way: "So far as those works may have brought out latent powers and capacities of the land, and so increased its letting value, that increased value does not necessarily belong to the tenant. I say necessarily, because whilst there are many cases in which the increased yearly value would be no more than a fair return for the tenant's outlay in effecting the improvement, as in the case of permanent buildings, and in many kinds of reclamation, there may still be cases (as mentioned by Mr. Butt in his treatise on the Act of 1870) in which the increase of yearly value is so greatly in excess of the most liberal allowance to the tenant in respect of his improvement-works that the landlord, in the ascertainment of a fair rent, is justly entitled to some share of that increased yearly value." While May, C.J., pointed out that a tenant was not to have any claim in respect of "any increased value subsequently accruing to the land in consequence of the execution" of the work. Morris, C.J., expressed the position very succinctly: "The addition to the letting value is caused by the work, plus the inherent qualities and capacity for such work of the holding—the latter is the landlord's, while the former is the tenant's," and the learned Lord Justice then quoted a passage from Butt.

The lesson of these judgments can be applied to the position under L.T.A., 1927—not as respects compensation for improvements to business premises, for here there is but the vaguest analogy, though the Act does stipulate that the improvement be made by the tenant—but as respects compensation for goodwill. If one single proviso had been added to s. 4, instead of a mixed group, *some* declaratory only, it might not have taken a good deal of litigation to demonstrate that the words "by reason of the carrying on by [the tenant]" which qualify the words "goodwill . . . attached" mean what they say. There is, of course, no question of inherent capabilities in this case; but the analogy does not break down, for the point is that goodwill increasing letting value can attach to the premises without any effort on the part of the tenant, indeed without anyone having expected it, and as has now been laid down (see the "Notebook" of 77 SOL. J. 879 and 79 SOL. J. 300) when that happens the increase belongs to the landlord.

## Our County Court Letter.

### THE PURSUIT OF GAME.

IN *Brummitt* v. *Marriott*, recently heard at Newmarket County Court, the claim was for £100 as damages for false imprisonment. The plaintiff's case was that he was an owner-trainer of greyhounds, and on the 16th October, 1935, at 10.30 a.m., he was coursing and carrying out young greyhound trials on land adjoining the racecourse, opposite Beacon Farm, the property of the Jockey Club. During the second course, a hare turned right, crossed the racecourse and was killed by the greyhounds on Beacon Farm. An employee of the plaintiff crossed the racecourse to Beacon Farm, put the leads on the dogs and picked up the hare. He was prevented from re-crossing the racecourse by the defendant stopping him, whereupon the plaintiff also crossed the racecourse, in order to interview the defendant. Having given his name and address, the plaintiff was about to return, but was forcibly detained by the defendant and his chauffeur. After about 10 minutes, the plaintiff was recognised as a man who had previously coursed on the adjoining property, but the delay had ruined the day's coursing, and the plaintiff had suffered indignity in the presence of his friends and employees. The case for the defendant (agent to the Jockey Club) was that the incident happened on the busiest day of the year, viz., that of the Cesarewitch, when horses might be on that part of the training ground. During the conversation, the plaintiff suddenly picked up the hare and ran, before saying who he was. On giving his name and address, the defendant was released, after having been detained about three minutes only. His Honour Judge Farrant held that the plaintiff was not a trespasser, but an implied invitee on the Jockey Club land. A technical assault had been committed, but it was a case of *damnum absque injuria*. Judgment was given for the plaintiff for £2 2s. with costs on that sum.

### FREE MARKET FOR PIGS.

IN *Sharpley* v. *Williamson*, recently heard at Louth County Court, the claim was for £17 18s. as the balance of the price of twenty-two pigs. The latter were too big for the Marketing Board, and the defendant's agent had said that he could get the plaintiff 10s. a score. The pigs were sold on these terms, but the defendant only paid 9s. 6d. a score for three pigs and 8s. 9d. a score for the remaining pigs. The deduction for carriage was £1 13s., leaving a net amount of £118 6s. 3d. The defendant's case was that his agent was only authorised to buy pigs under the marketing scheme, and not in the free market. The agreement was merely to pay the best ruling price in Birmingham at the time, and corroborative evidence was given by the agent, viz., that the 10s. was a mere expectation, not an offer. His Honour Judge Langman held that, although there was no intention to offer 10s., that was the price which the plaintiff expected to receive, and he parted with his pigs on that understanding. Judgment was given for the plaintiff, with costs.

### PRIVATE COMPANY DEADLOCK.

THE principle of *In re Davis & Collett, Ltd.* [1935] 1 Ch. 693, was followed in a recent case at Birmingham County Court, viz., *In re Freemore, Ltd.*; *Morgenstern* v. *Cohen*. The case for the petitioner (one of the directors) was that the company was registered in April, 1935, but disputes had arisen. One of the directors had removed machinery and stock, and, although there was plenty of money in the bank, the two directors would not concur in signing cheques, and debts were outstanding. The respondent (the other director) agreed that there was no prospect of carrying on the company successfully, and the assets should therefore be dealt with by the court. His Honour Judge Dyer, K.C., observed that the action arose out of what was practically a partnership dispute, and a winding up was the only solution, in the interests of the parties. An order was made accordingly.

## RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

### INADEQUATE NOTICE OF INJURY.

IN *Blackwell* v. *Ashbee, Sons & Co. Ltd.*, at Gloucester County Court, the applicant's case was that her husband had died on the 31st October, 1935, at the age of sixty-nine. On the 5th March he was loading boards on to a railway wagon, when his foot slipped, and a board fell on to his abdomen. He had worked out the week, but saw a doctor on the 11th March, owing to pains in the abdomen, and he subsequently had an operation. The contention was that the blow injured an existing ulcer, by causing hematoma, which caused pressure or which caused the ulcer either to grow faster or to perforate. The accident, therefore, accelerated the growth of the disease, and contributed to death. The respondents' case was that the deceased was already ill, before the accident, which had not been notified to them. Their medical evidence was that the accident had no effect on the growth, and was not connected with the illness of the 11th March. His Honour Judge Kennedy, K.C., held that the death was accelerated by the injury received in the course of employment, but that the failure to give notice had prejudiced the respondents. No award was therefore made. This decision has since been upheld by the Court of Appeal.

### ACCIDENT TO TUBERCULAR SUBJECT.

IN *Williams* v. *Berryhill Collieries Limited*, at Stoke-on-Trent County Court, the applicant had been crushed by a loaded tub, on the 21st June, 1935, and his chest and left lung had been injured. Compensation was, therefore, claimed at £1 1s. 3d. a week, as the applicant had strained himself in trying to free the jammed tub. Verbal notice of the accident was given to a fireman and a clerk on the 27th June, after a visit to the hospital, where the applicant was found to be suffering from a collapse of the lung, brought about by the strain. The respondents contended that the applicant was in the early stages of tuberculosis, and his effort to free the tub had had nothing to do with his condition. A collapse of the lung was in fact the prescribed treatment, so that the same condition would have been produced, even without the alleged accident. The lung might have given way at any time, and it was only a coincidence that it happened at work. His Honour Judge Ruegg, K.C., held that, if the applicant had not strained himself at work, the condition would not have been set up. An award was therefore made, as from the date of the accident, with costs.

### REFUSAL TO UNDERGO OPERATION.

IN *Nock* v. *Smith*, at Kidderminster County Court, an application was made for a review of an agreement, under which compensation was payable at 19s. 10d. in respect of an accident in August, 1934. A falling brick had broken the respondent's arm, into which a plate had been inserted. A previous agreement to settle, for a lump sum of £50, was not upheld by the court, and a subsequent agreement was made for the continuation of the compensation, pending the removal of the plate. The respondent had since refused to undergo the operation, and the applicant's case was that the continued presence of the plate (and not the accident) was the cause of the present incapacity. His Honour Judge Roope Reeve, K.C., observed that the applicant's medical evidence was that the discharge from the arm was due to infection from the plate, which should therefore be removed. On the other hand, the respondent's evidence was that his panel doctor and a surgeon had refused to remove the plate. It was therefore held that the respondent had not acted unreasonably, and the application was dismissed. An award by consent of £125, in full settlement, was subsequently made.

## Obituary.

### MR. J. E. HARRIS.

Mr. Jonathan Edward Harris, solicitor, of Queen Victoria-street, E.C., died on Monday, 4th May. Mr. Harris was admitted a solicitor in 1890.

### MR. E. F. JARVIS.

Mr. Edgar Frederick Jarvis, solicitor, of Billiter-square Buildings, E.C., and Fulham, died on Saturday, 2nd May, at the age of 74. Mr. Jarvis was admitted a solicitor in 1902.

### MR. T. A. KIRKHAM.

Mr. Thomas Arnold Kirkham, B.A. (Cantab.), solicitor, a partner in the firm of Messrs. Torr & Co., of Bedford-row, died at Surbiton, on Thursday, 30th April, at the age of 68. Mr. Kirkham, who was educated at Cheltenham and Pembroke College, Cambridge, was admitted a solicitor in 1894. He was president of the Kingston Rowing Club.

Mr. John George Maxwell Brownjohn, solicitor, of Gray's Inn, and of Gloucester-road, S.W., left estate of the gross value of £23,130, with net personalty £20,916. He left £100 to the Children's Country Holiday Fund, £100 to the Council for the Preservation of Rural England; and £100 to the National Art Collections Fund.

## Reviews.

*Michael and Will on the Law relating to Gas and Water.* Vol. I: "Gas." Eighth Edition, 1936. By HAROLD I. WILLIS, B.A., B.C.L., and LESLIE F. STEMP, B.A., LL.B., of the Middle Temple, Barristers-at-Law. Royal 8vo. pp. lxxvi and (with Index) 683. London: Butterworth & Co. (Publishers) Limited, 50s. net.

A new edition of a standard text-book is always a noteworthy event; especially is this the case when the book is one of such far-reaching importance as "Michael and Will."

Since the last edition, when "Gas" and "Water" were divided and dealt with in separate volumes, there has been considerable legislative, judicial and departmental activity. It was inevitable, therefore, that an already substantial volume must receive considerable accession in bulk. The work is divided into seven parts, preceded by a general introduction running to sixty-two pages. This introduction has been entirely re-written and is a succinct, careful and informative survey of the whole subject. The Gas Undertakings Acts, 1929–1934, with the Rules and Orders relating thereto, are fully set out and ably dealt with in Part I of the work. The passing of these Acts has involved extensive alterations, and owing to their importance they have rightly been given precedence in the volume. The Gasworks Clauses Acts of 1847 and 1871 and other general Acts form the subject-matter of Part II, while the Companies Clauses and Lands Clauses Acts, annotated, are included in other parts. Not the least important are Parts III and VII, dealing with the powers of local authorities as regards gas supply and Metropolitan legislation respectively.

This new edition is an undoubted boon and fully maintains the position previously gained and long held by "Michael and Will." It is the indispensable guide of all engaged in the legal and administrative branch of the gas industry and is sure of a hearty reception. The task of the editors has been no light one and they are to be congratulated on the excellent result of their labours.

## Books Received.

*Central and Local Government.* By F. G. GLOVER, M.A., of the Middle Temple, Barrister-at-Law. 1936. Demy 8vo. pp. v and (with Index) 216. London: The Estates Gazette, Ltd. 9s. 6d. post free.

*Mews' Digest of English Case Law.* Quarterly Issue. April, 1936. By G. T. WHITFIELD HAYES, Barrister-at-Law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

*Stock Exchange's Ten-Year Record*, 1926-1935. Twenty-eighth Issue. 1936. Crown 4vo. pp. 580. London: Fredc. C. Mathieson & Sons. 20s. net.

*Students' Introduction to Conveyancing.* By E. MILNER HOLLAND, of the Inner Temple, Barrister-at-Law. 1936. Demy 8vo. pp. xx and (with Index) 231. London: Butterworth & Co. (Publishers), Ltd. 12s. 6d. net.

*Report of the Commissioners of Prisons and the Directors of Convict Prisons for the Year* 1934. 1936. London: H.M. Stationery Office. 2s. net.

*Poisons Law.* By HUGH N. LINSTEAD, Secretary, Pharmaceutical Society of Great Britain. 1936. Demy 8vo. pp. (with Index) 444. London: The Pharmaceutical Press. 5s. net.

*The Law relating to Sunday.* By PHILIP F. SKOTTOWE, LL.B., of the Middle Temple, Barrister-at-Law. 1936. Crown 8vo. pp. xxix and (with Index) 165. London: Butterworth and Co. (Publishers), Ltd. 8s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

# POINTS IN PRACTICE.

**Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.**

### The Waterworks Clauses Act, 1847.

*Q.* 3299. A is a company with extensive works. It owns its own water mains for domestic and fire supply and these are connected at the highway with the mains of the waterworks undertaking, B. Hydrants have been connected at A's expense at various points to their own water mains. All water which A uses is metered and paid for. In addition, B claims payment of certain sums per quarter for each of A's hydrants fitted to A's own fire mains. These payments are called hydrant licences. B justifies the claim on the ground that a waterworks undertaking is only called upon to supply water for fire purposes at the highway. Is B's claim a good one under the above Act, having in mind that A owns its own water mains and hydrants and is therefore apparently not liable to pay B any rent therefor under s. 46 of the Act?

*A.* In view of the fact that the water is only supplied through a meter there is *primâ facie* no possibility of loss of remuneration to B in the event of large amounts of water being used in a fire. A is not claiming a free supply, but is claiming to be supplied for fire purposes at ordinary rates. In effect, B claims payment at a higher rate (through the system of hydrant licences) for water used for fire extinction. This claim appears to be justified, on the principle of *Weardale and Consett Water Co.* v. *Chester-le-Street Co-operative Society* [1904] 2 K.B. 240. The facts were different from the present case, but the case may be relied upon as an authority for the principle advanced by B. The opinion is therefore given that B's claim is a good one, under the above Act.

### Liability for Dilapidations.

*Q.* 3300. By a lease dated 23rd September, 1914, certain premises were leased to A for twenty-one years, and the lessee entered into a covenant in regard to interior repairs. A died, and A's executor on the 12th August, 1930, assigned the lease to B, who covenanted to keep A's executor indemnified and the estate and effects of A against all actions, claims and demands whatsoever in respect of the rent, covenants, conditions and stipulations or anything relating thereto. On the 9th December, 1932, B assigned the lease to C. On the expiration of the lease the lessor made a claim for dilapidations against A's executor, who brought the same to the notice of B and C, but both denied liability: B because he had assigned the lease to C; and C because he stated he had executed certain repairs, and alleged that the condition of the premises on the termination of the lease complied with the terms of the lease. The lessor's claim was supported by an architect's report made on the lessor's behalf, and A's executor has now paid the lessor the amount claimed. Please advise what remedy A's executor has against B or C. Can he take proceedings against both jointly or must he take proceedings against B, leaving B to be brought in as a third party? In addition to the amount actually paid by A's executor to the lessor, can he recover the legal expenses he has incurred up to the present in regard to the matter, which includes considerable correspondence between his own solicitors and B and C and their solicitors?

*A.* A's executor is entitled to sue B on the latter's covenant of indemnity in the assignment of the 12th August, 1930. There is no privity of contract or estate between A and C, and C can therefore only be brought in as third party by B. C cannot be made a co-defendant by A, who is not entitled to sue B and C jointly. The executor of A can recover his legal expenses, in addition to the amount paid to the lessor, as the indemnity is wide enough to include such expenses. It is assumed that the amount paid to the lessor was calculated after due regard to the Landlord and Tenant Act, 1927, s. 18 (1), and also to C's contention that no dilapidations in fact existed. If the amount paid to the lessor was not in fact recoverable, A's executor cannot claim reimbursement from B or C.

### Costs.

*Q.* 3301. When a summons has been issued in a county court to recover a debt of £2 or under, no solicitor's costs are recoverable from the debtor. Could you tell me what is the usual practice with regard to collection of such debts and whether it is usual to charge the client a percentage, say 10 per cent., on the amount of the debt sued for? Also, where letters have been written asking for payment of debts without issue of a summons, whether it is usual to make a similar charge?

*A.* In the case of an action to recover a debt for a sum of less than £2 it is customary to charge a fee consistent with the lowest scale applicable in the county court, although there is no authority for this procedure. There is no authority for charging solicitors' costs on the basis of a percentage of the sum recovered, and such a practice is to be deprecated. Where a solicitor regularly acts for a client and on his behalf recovers a debt of less than £2 without recourse to action, it is not unusual for the question of costs to be waived. In the case of a chance client for whom the solicitor does not regularly act it is best for the fee to be arranged beforehand, and in this case there would be no objection to the solicitor undertaking the business for a lump sum, however calculated.

### Restrictive Covenant—Submission of Plans of Houses Before Erection — Effect of Breach — Whether Necessary to Requisition on the Point for a Purchaser of an Erected House.

*Q.* 3302. On investigating a title, one frequently finds, in the abstract, a covenant entered into by a purchaser of land with his vendor that the land shall not be built upon unless the plans and elevations of the proposed buildings have first been approved by that vendor. Will you be good enough to enlighten us whether such approval or non-approval affects the purchaser of a house after it has been erected. In other words, should the purchaser and all successive purchasers and mortgagees call for evidence of such approval? We have been unable to find the point in any text-books which we have searched.

*A.* The breach of a covenant of this nature is a breach once, and not a continuous breach. A plaintiff would only be entitled to nominal damages and not to an order for demolition. (See the observations of Eve, J., in *Powell* v. *Hemsley* [1909] 1 Ch. 680 and 2 Ch. 252). Owing to the fact that the breach is not continous it would appear that a purchaser of an erected house is not really concerned to see whether the plans have been submitted and approved. It is, however, common to enquire whether the plans have in fact been approved. There could certainly be no necessity to do so after the house has been up some time. Waiver would be presumed after twenty years (*Hepworth* v. *Pickles* [1900] 1 Ch. 108).

# To-day and Yesterday.

LEGAL CALENDAR.

4 MAY.—The Act of Union between England and Scotland provided that there should be one Great Seal for the United Kingdom, and Lord Cowper was the first Lord Chancellor of Great Britain, being so declared by Queen Anne in Council on the 4th May, 1707. On the assembling of the united Parliament, the Queen, in a speech which he prepared, said piously: "It is with all humble thankfulness to Almighty God and with entire satisfaction to myself that I meet you here in the first Parliament of Great Britain."

5 MAY.—Two old ladies had lived together since they were girls of twenty. One died and the survivor brought a claim against her estate, on the ground that they had mutually agreed to make wills in each other's favour. The deceased had in fact made no such will. The case was heard at Westminster on the 5th May, 1854, and the jury found for the plaintiff, to the great dissatisfaction of Mr. Baron Alderson, who said: "Take care, gentlemen, as you go home that none of you say to a person, 'Sweep the street and I will leave you my estate,' for that according to your finding would be a bargain . . . If such a principle were admitted, nobody's property would be safe. I declare, I protest, that it is the most dangerous verdict I ever heard of in all my life."

6 MAY.—Maximilian Robespierre, the most terrible figure in the French Revolution, was born at Arras on the 6th May, 1758. Since the beginning of the seventeenth century his direct ancestors in the male line had been notorious in the village of Carvin, but his grandfather and his father had risen higher and practised successfully as advocates. Maximilian, in his turn, was called to the Bar in 1781, and in 1782 he became criminal judge in the diocese of Arras. This appointment, which was a sort of recordership, did not prevent his continuing to practise at the Bar, but he soon resigned it, to avoid pronouncing sentence of death. Nothing about this humane, successful and popular young barrister indicated the dreadful role he was to play later on.

7 MAY.—On the 7th May, 1868, Lord Brougham died quietly at the mansion which he had built for himself near Cannes. This extraordinary man was the most versatile and the most eccentric of our Chancellors. His mind ranged over so many subjects that he never acquired a thorough knowledge of any particular branch of learning. It was said that if he had known a little law he would have known a little of everything, but he left his mark in the improvement of our legal system and his work in the Judicial Committee of the Privy Council was important, particularly in creating a body of precedents which served as a kind of foundation of Indian law.

8 MAY.—Judah Benjamin, the author of "Benjamin on Sale," died at the age of seventy-three, a year after his retirement from practice, on the 8th May, 1884.

9 MAY.—On the 9th May, 1667, Pepys recorded in his diary: "To my Lord Chancellor at Clarendon House. Mightily pleased with the nobleness of this house and the brave furniture and pictures which indeed is very noble." The site of this great palace was between what are now Berkeley-street and Bond-street. It caused Lord Clarendon the bitterest unpopularity, people supposing it to have been built with the money obtained from selling Dunkirk to the French and calling it "Dunkirk House."

10 MAY.—On the 10th May, 1922, the Inner Temple Hall witnessed an historic incident. Mr. Henry Fielding Dickens, the Common Serjeant of the City of London and son of one of the greatest of the advocates of legal reform, Charles Dickens, presided as Treasurer at the high table on the first call-night when a woman was to be called to the Bar, Dr. Ivy Williams being the senior student. After dinner, she led the procession, marshalled by the Senior Panyer, into the Parliament Chamber for this unprecedented ceremony.

THE WEEK'S PERSONALITY.

The career of Judah Benjamin was one of the most extraordinary in legal history. He was born in the West Indies in 1811, of British Jewish parents, but in 1815 the family removed to North Carolina. In 1832 he was called to the Bar in New Orleans, where, for some time, he was engaged in taking pupils and compiling a digest of cases which was the first collection of the very complicated law of New Orleans derived from Roman, Spanish, French and English sources. He thus acquired a valuable insight into many different juristic systems. His short, square, sturdy figure, firm and resolute face, piercing eyes and clear and silvery voice were excellent equipment for an advocate, and he eventually attained such a position that he was offered a judgeship of the Supreme Court of the United States and declined it. When the American Civil War broke out he became Attorney-General of the Southern Confederacy and subsequently Secretary of State, and on the triumph of the North he was obliged to fly to England, experiencing all the difficulties of bad roads, open boats, shipwreck and fire at sea. Landing at Liverpool almost penniless, he came to the English Bar, and after some lean years finally established himself so successfully as to attain at one time an income of £15,000 a year. To the last he remained loyal to the lost cause of the South and was always bountiful to those who had suffered for it.

DOCK JUDGMENTS.

At a recent dinner, Mr. Justice Hilbery recalled the story of the K.C. whose client, despite an energetic defence, went to prison nevertheless. After his release, they happened to meet, and the prisoner said: "I've been wanting to meet you again, sir, because I think it is only right that you should know that you are very highly thought of in Wormwood Scrubs." The estimates formed in the dock are unaccountable. There is a tale of a counsel who, in a moving speech on behalf of his client, succeeded in drawing tears from almost everyone present. When he sat down the prisoner asked a warder: "Who's that bloke that has been talking?" "That's your counsel," he was told, "he has been pleading for your life." "Ain't 'e a dismal bounder?" said the man. An amusing little piece of lay criticism was once overheard by Serjeant Allen and Sir Henry Keating, Q.C., as they were leaving the Stafford Assize Court, the former having on his wig the little round black patch denoting the coif. "If you was in trouble, Bill," said one man, "which of those two tip-top 'uns would you have to defend you?" "Well, Jim," said the other, pointing to the "silk," "I should pitch on this 'un." "Then you'd be a fool," rejoined his friend. "The fellow with the sore head is worth six of t'other one."

BENCH AND BAR AT THE GLASS.

The particular dinner that Hilbery, J., was attending was the Wine Trade Benevolent banquet, and Mr. Maurice Healy, K.C., who was also a guest, observed that whereas the learned judge represented drinking on the Bench, he represented drinking at the Bar. Such a claim nowadays represents a good deal more discrimination than formerly, for there was a time when cubic capacity would have been the main qualification. Certainly no judge to-day represents drinking on the Bench as literally as Boyd, J., once did in Ireland, for he always kept a special inkstand in court filled with brandy from which he would now and then take a surreptitious sip through a special quill which he kept among his pens. As for drinking at the Bar, the prize must surely go to Sir Theobald Butler, an Irish leader, who was apt to be so confused in court that once a

client made him promise to drink nothing until a certain very important case was over. He won, and the solicitor in triumph said: "Now, Sir Theobald, you see the effects of refraining from drinking. If you had taken your usual dose of claret, you could not have been as clear as you were to-day." Butler then confessed a subterfuge. Unable to hold out, he had steeped two hot loaves in two bottles of claret and *eaten* them.

# Notes of Cases.

## Judicial Committee of the Privy Council.

**Hodge** *v.* **Marsh.**

Lord Alness, Lord Maugham, Sir Sidney Rowlatt.
13th, 14th January, 2nd March, 1936.

JAMAICA—PRACTICE AND PROCEDURE—APPEAL TO JUDICIAL COMMITTEE—NO APPEARANCE BY OR ON BEHALF OF RESPONDENT—DEATH OF RESPONDENT BEFORE HEARING OF APPEAL UNKNOWN TO THE COURT—JUDGMENT RESERVED—COURT INFORMED OF DEATH—WHETHER DISABLED FROM DELIVERING JUDGMENT.

Appeal, by special leave, from an order of the Supreme Court of Jamaica, dated the 19th January, 1934, making absolute a decree *nisi* in a divorce suit brought by one, Osmond Vincent Marsh, against his wife.

The appellant, Hodge, was an old friend of Mrs. Marsh's father and an executor of his will. He was of opinion that there had been a distortion and suppression of material facts by the husband at the trial of the divorce suit, and that those facts would justify the court in refusing to make the decree absolute. Accordingly, on the 15th January, 1934, when the decree had not yet been made absolute, the appellant, acting as a member of the public under the powers conferred by s. 19 of the Jamaica Divorce Law, 1879, and rr. 35 and 36 of the Jamaica Divorce Rules, entered appearance in the divorce suit in order to show cause why the decree *nisi* should not be made absolute. On the 19th January, at the instance of the husband, the court pronounced the decree absolute. The appellant contended that it was not within the competence of the court to do so as he had to its knowledge lawfully entered an appearance and as the time for filing affidavits in support of the appearance had not elapsed.

The Board having reserved judgment in January, 1936, S. Parnell Kerr, for the appellant, informed the Board that two days before the hearing of the appeal the respondent (the husband) had died. As soon as that fact had become known their Lordships had been informed of it and they had intimated by letter that they were disabled from delivering judgment in the appeal. Counsel submitted that the Board had jurisdiction to give judgment notwithstanding the respondent's death, the question of the wife's status still being involved. Section 23 of the Judicial Committee Act, 1833, validated an order made in ignorance of the death of a party. Admittedly their Lordships had not yet made any order in this case. In *Flood* v. *Egan* (1899), 20 N.S.W.L.R. 333, a judgment given in ignorance of the respondent's death had been held by the court below to be binding upon it. Counsel further contended that a party could be added to a suit of this kind by way of revivor, and that a petition should be put in to add the wife as a respondent, since she, too, had an interest in the matter. If the wife were added as a respondent *pro forma* and a judgment were obtained showing that the decree was bad, it would be established that she was a married woman at the time of the respondent's death.

THE JUDICIAL COMMITTEE held that they were disabled from giving judgment, and Lord Alness said that, having already considered the matter, they felt that they had, in the circumstances, no alternative but to advise His Majesty that the appeal abated at the moment of the respondent's death and that their Lordships were accordingly disabled from giving judgment.

COUNSEL: *Comyns Carr*, K.C., *S. Parnell Kerr* and *R. O. Wilberforce*, for the appellant. There was no appearance by or on behalf of the respondent.

SOLICITORS: *Piper, Smith & Piper.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

## Court of Appeal.

**Ash** *v.* **Dickie.**

Lord Wright, M.R., Slesser and Romer, L.JJ.
28th April, 1936.

COPYRIGHT—BOOK—INFRINGEMENT BY NEWSPAPER ARTICLES—DAMAGES FOR CONVERSION AGAINST NEWSPAPER OWNERS—MEASURE—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), s. 7.

Appeal from a decision of Bennett, J. (80 SOL. J. 323).

The plaintiff, the author of a book about dogs, brought an action in respect of infringement of his copyright in a series of newspaper articles written by the defendant Dickie and published by the defendants, the Daily Sketch and Sunday Graphic Ltd., who paid him one guinea for each article. The judgment contained an undertaking by the company to refrain from infringing the copyright, and an order upon the defendant Dickie to restrain him from infringing it. There was also an inquiry directed as to what damages had been sustained by reason of the conversion of infringing copies by the defendant company. The Master awarded fifty guineas against the defendant Dickie in respect of infringement of copyright and £10 against the defendant company in respect of conversion. He had arrived at the latter sum by valuing the weight of the paper on which the infringing articles were printed, cut out of the 14,400,000 issues containing them, on the footing of its value as pulp waste paper. On appeal, Bennett, J., said that the property converted consisted of paper, print upon it, and an incorporeal property conveyed to the mind by means of the print, its value being the aggregate of these three elements. His lordship valued the incorporeal property at a guinea an article, the price paid by the newspaper, and as to the other elements sent the matter back to the Master for a further enquiry as to damages. There was an appeal and a cross-appeal.

LORD WRIGHT, M.R., in giving judgment, said that the defendants contended that the damages to the plaintiff were to be estimated by abstracting him from the circumstances of the publication, imagining him with the cuttings, but with no marketing facilities and no organisation. Thus he would be entitled to the mere value of the paper. This was not the true measure of damages, nor was the measure applied by the learned judge, since the question was not what it cost to produce the article but what the article was worth. The case of *John Lane, The Bodley Head and Munro* v. *Associated Newspapers*, 52 T.L.R. 281, provided a starting point in assessing the value of the chattel converted. The difficulty in this case was to apportion to the fraction of space occupied by the article the appropriate amount of the price realised. This could not be arrived at by any exact method. The proportionate value of an article to the totality would vary enormously. One might have very little value and another might contribute almost the whole of the total value. His lordship considered *Ewbank* v. *Nutting*, 7 C.B. 797, *Muddock* v. *Blackwood* [1898] 1 Ch 58, at p. 64, and *Livingstone* v. *Rawyards Coal Co.*, 5 A.C. 25, at p. 39, and said that the court would not send the matter back to the Master, but would act under Ord. LVIII, r. 4. With the materials before the court the matter could only be one of estimate and on a fair computation £100 should be awarded.

SLESSER, L.J., agreed, and said that he did not accept that the court could look at what was paid by the newspaper to the first defendant. His lordship approved the method applied by du Parcq, J., in the *John Lane Case*, *supra*, and disapproved those of Bennett, J., and the Master.

ROMER, L.J., agreed, and said that the method suggested by the defendants disregarded the only means the plaintiff had of turning the chattel to profitable account. The whole newspaper was a composite chattel, and if it had been divided up neither the plaintiff nor the defendants could have used it. By combining with the defendants the plaintiff could sell the composite chattel and get his share of the price.

COUNSEL: *Morton*, K.C., and *H. Buckmaster*; *K. Shelley*.

SOLICITORS: *Theodore Goddard & Co.*; *Paisner & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law]

## Appeals from County Courts.

### White *v.* Altrincham Urban District Council.

Slesser, Greene and Scott, L.JJ.
31st March and 1st and 7th April, 1936.

WORKMEN'S COMPENSATION—TAXATION OF COSTS—DECISION OF REGISTRAR—POWER OF COUNTY COURT JUDGE TO REVIEW QUANTUM—WORKMEN'S COMPENSATION RULES, 1926 (S.R. & O., 1926, No. 448) ss. 76, 78.

Appeal from Altrincham County Court.

A workman claimed compensation under the Workmen's Compensation Act, in respect of injuries. In the opinion of the County Court Judge the evidence given at the hearing on his behalf did not support the claim as made. He, therefore, gave leave for an amendment on the terms that before the case was reinstated the costs thrown away should be paid into court by the workman, those costs to be taxed by the Registrar. In the employer's costs there were included fees paid to three medical witnesses, two for £8 8s. each and one for £10 10s. The Registrar allowed only £3 3s. for each witness. On appeal, the learned judge held on review that £7 7s. was a suitable allowance in each case. The workman appealed.

SLESSER, L.J., in giving judgment said that the judge could have given judgment for the respondents and refused leave to amend. The appellant was in mercy and the judge could impose what terms he thought fit (Workmen's Compensation Rules, 1926, s. 29 (1) and County Courts Act, 1888, s. 87). On this point the appeal must be dismissed. The second point was whether the judge had power to vary the decision of the Registrar who had properly exercised his discretion merely on quantum. His lordship referred to the Workmen's Compensation Rules, 1926, ss. 76 and 78, the Workmen's Compensation Act, 1925, 1st sched., cl. 7, and the County Court Rules, Ord. liii, ss. 7 and 8, and said that the judge had no such power. That view had long been held in High Court proceedings (see *Alsop* v. *Lord Oxford*, 1 My. & K., 564, at p. 566; *In the Estate of Ogilvie* [1910] p. 243; *Slingsby* v. *Attorney-General* [1918] p. 236; *In re Catlin*, 13 Beav. 508). There was no distinction in such a case as the present between the High Court and the County Court Rules (see R.S.C., Ord. lxv, s. 27 (29); *In re Ermen* [1903] 2 Ch. 156). The appeal on this point must be allowed.

GREENE and SCOTT, L.JJ., agreed.

COUNSEL: *Sellers*, K.C. and *Spafford*; *Smylie*.

SOLICITORS: *Rochester, Pusey & Co.*, agents for *T. A. Needham & Son*, of Manchester; *Wood, Lord & Co.*, of Manchester.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

### Parker *v.* Jackson.

Farwell, J. 23rd March, 1936.

MORTGAGE—MORTGAGOR'S MONEY IN MORTGAGEE'S HANDS—NO NOTICE OF APPROPRIATION BY MORTGAGOR—TRANSFER OF MORTGAGE—NO NOTICE TO MORTGAGOR—RIGHTS OF TRANSFEREE.

In 1910, one Parker mortgaged certain premises for £700. In August, 1921, he died. In the same month his trustees, who were his widow (the plaintiff in this action) and one Ferrington (of Ferrington & Jackson, solicitors), sold a certain house, and the proceeds, a sum of £2,384, came into the hands of the firm as solicitors for the trustees. This money was subsequently invested in a mortgage, but in 1928 it was repaid and at all material times it was in the hands of the firm. In January, 1929, Ferrington died. On the 29th November, 1929, the benefit of the mortgage of 1910 was transferred to the defendant Jackson, the surviving member of the firm. On the 30th November, 1929, one Williams, the managing clerk of the firm, was appointed trustee in place of Ferrington. In May, 1933, the title deeds of the mortgaged property were handed over by the firm to the defendant, a Miss Davies, together with a letter signed by Williams, on behalf of the firm, certifying that the sum of £700 principal due on the security belonged to her, and that the firm undertook to pay her the interest thereon as and when received, and if desired by her to obtain the transfer of the security to her. (It was held that she thus became an equitable mortgagee or sub-mortgagee of the property.) Parker's widow, the plaintiff, was given no notice of this transaction. Williams died in May, 1934, and subsequently a new trustee was appointed in his place. Jackson having become bankrupt and the estate of Ferrington being administered in bankruptcy, the plaintiff, the trustees, now claimed that the mortgage was terminated on the 29th November, 1929, when it was transferred to Jackson, and that Miss Davies took no interest under it. In this action judgment was given against Jackson in default of defence. The claim against Miss Davies was for delivery up of the indenture of mortgage and all prior documents of title relating to the property.

FARWELL, J., in giving judgment, said that undoubtedly if before the creation of the sub-mortgage the trustees had given Jackson notice to appropriate sufficient of the money his firm owed them in satisfaction of all moneys due under the mortgage, no claim could thereafter have been made in respect of the mortgage debt, either by Jackson or by any person claiming under him. One who took an assignment of a mortgage without notice to the mortgagor took subject to the state of accounts between the transferring mortgagee and the mortgagor at the date of assignment. It had been contended that there having been no direction to appropriate before the creation of her title, Miss Davies could set up her rights as mortgagee, though if Jackson had tried to do so he would have had to allow against the amount due under the mortgage a sufficient part of the amount due from him. His lordship having considered *Turner* v. *Smith* [1901] 1 Ch. 213, said that such an assignee took subject to any rights of set-off which the mortgagor had against the assignor. The plaintiffs' burden could not be increased by any step taken by the mortgagee without notice to them. There would be judgment for the plaintiffs.

COUNSEL: *Harman*, K.C. and *Arthur Macmillan*; *Christie*, K.C., and *Danckwerts*.

SOLICITORS: *Percy Griffiths-Averill*, agent for *Sprott, Stokes & Turnbull*, of Shrewsbury; *Patersons, Snow & Co.*, agents for *Longueville & Co.*, of Oswestry.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### Cadogan *v.* Guinness.

Clauson, J. 24th April, 1936.

LANDLORD AND TENANT—LONG LEASES—EXPRESSED TO BE FOR A TERM OF YEARS COMMENCING BEFORE DATE OF EXECUTION—WHEN FIFTY YEARS HAS EXPIRED—LAW OF PROPERTY ACT, 1925 (15 Geo. 5. c. 20), s. 84 (12).

The plaintiff was the estate owner of Cadogan Square, where various houses had been built under building agreements made in 1874 and 1876. Leases were granted on various dates between 1885 and 1892, the earlier being expressed to be for a term of 99 years from March, 1874, and those made since 1888 were for terms of 80 years from March, 1883.

On the 31st July, 1935, the defendants, who were lessees and under-lessees of the property, applied to the authority constituted under s. 84 of the Law of Property Act, 1925, for discharge or modification of the restrictions affecting the premises, contending that 50 years of the terms had expired within the meaning of sub-s. (12), the period beginning with the dates mentioned in the leases for the beginning of the term.

CLAUSON, J., in giving judgment, said that often in the creation of leasehold interests the term was expressed to run from a date earlier than that of the lease itself, and in such a lease a reference to the first seven years of the term might as between the parties be treated as the first seven years from the date mentioned for its beginning. But it was impossible by deed to create a term which should exist before the date of execution (see *Shaw* v. *Kay*, 1 Ex. 412). A term granted in 1936 for seventy years from 1900 would not be a term of seventy years at all, though it might appear that the intention of the parties was that a period for the purposes of rent or otherwise should be calculated as beginning at an earlier date than the grant. But for the purposes of s. 84 (12) the first fifty years would expire when the term had been in existence for fifty years. None of the houses in question were held for terms of which fifty years had expired on the 31st July, 1935.

COUNSEL: *Morton*, K.C., and *P. Walters*; *S. H. Noakes*.

SOLICITORS: *Lee & Pembertons*; *William Sturges & Co.*

[Reported by FRANCIS H. COWPER Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

### Astor Properties Ltd. *v.* Tunbridge Wells Equitable Friendly Society.

Hawke, J. 11th March, 1936.

CONTRACT—AGREEMENT FOR A LOAN—RATE OF REPAYMENT FIXED FOR TEN YEARS—THEREAFTER "AMOUNT OF REPAYMENT TO BE RECONSIDERED"—WHETHER AN AGREEMENT TO MAKE AN AGREEMENT.

Action for damages for breach of contract.

By a letter of the 31st January, 1935, the defendants informed the plaintiffs that they were prepared to grant them a loan of £14,000 on certain properties. Repayment was to be at the rate of £70 a quarter for the first ten years, "the amount of repayment to be reconsidered at the end of that period." The plaintiffs having accepted that offer by letter on the 1st February, 1935, the defendants, on the 11th, refused to proceed with the loan. The plaintiffs accordingly brought this action to recover the damages caused by the defendants' refusal.

HAWKE, J., said that there could be no doubt about the principle that an agreement to make an agreement was not an enforceable contract, and that he had to decide whether the legal relationship between the parties was in fact an agreement to make an agreement. In support of his argument that that was so, counsel for the defendants had cited *Von Hatzfeldt-Wildenburg* v. *Alexander* [1912] 1 Ch. 284, and views expressed by Parker, J., at pp. 288 and 289. In his (his lordship's) opinion, those views were not related to the question he had to decide, which, he thought, was whether the parties had made one agreement for a loan of £14,000 spread over a definite period or had made an agreement for the loan for a time, agreeing together that, when that time was at an end, they would come to another agreement. He (his lordship) thought that the transaction represented the second alternative, and, that being so, he saw no legal difficulty in the matter. The parties had contemplated that they would have, at some future date, to make another and independent agreement. If it could have been said, for example, that the term of ten years was to be affected by something which was to happen later, then he would no doubt have been driven to the conclusion that the whole was one contract, and the matter would have had to be treated as being a bargain to make a bargain. In his (his lordship's) opinion, there had here been an agreement between the parties with regard to ten years, and the defendants had repudiated it. There must be judgment for the plaintiffs.

COUNSEL: *G. J. Lynskey*, K.C., and *S. Seuffert*, for the plaintiffs; *F. J. Tucker*, K.C., and *W. H. Moresby*, for the defendants.

SOLICITORS: *Harrington, Edwards & Cobban*; *Sharpe, Pritchard & Co.*, agents for *W. C. Cripps, Harries & Hall*, Tunbridge Wells.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law].

### Hoddesdon Urban District Council *v.* Broxbourne Sand and Ballast Pits, Ltd.

MacKinnon, J., Sir Francis Taylor, K.C., Sir Francis Dunnell. 18th March, 1936.

HIGHWAY—APPLICATION TO DIVERT SURFACE OF PUBLIC FOOTPATH—REFUSAL BY HIGHWAY AUTHORITY—RENEWED APPLICATION TO RAILWAY AND CANAL COMMISSION—WHETHER CONCURRENT JURISDICTION—MINES (WORKING FACILITIES AND SUPPORT) ACT, 1923 (13 & 14 Geo. 5, c. 20), s. 3.

Application by Broxbourne Sand and Ballast Pits, Ltd., under s. 3 of the Mines (Working Facilities and Support) Act, 1923, for an ancillary right involving, in the working of sand and gravel on their land, the extinction or diversion of the surface of a public footpath.

The highway authority, the Hoddesdon Urban District Council, had, on behalf of the Hertfordshire County Council, refused consent to the diversion suggested by the applicants, who thereupon made the present application. It was contended by the Hoddesdon Urban District Council that the Railway and Canal Commission had no jurisdiction under the Act of 1923 to grant the application. The applicants contended that the Commission had concurrent jurisdiction with the highway authority and local justices in quarter sessions to make an order under the Act of 1923.

MACKINNON, J., in giving judgment, said that the point of law was whether, in a case where manifestly an order of Quarter Sessions, under ss. 84 and 85 of the Highway Act, 1835, could be made for the extinction of a public footpath or the diversion of its surface in a case where that was possible, there was an alternative right and power in an applicant to go to that court (the Railway and Canal Commission) and in effect get the same sort of order by way of a grant of an ancillary right under s. 3 of the Act of 1923. As there existed already the legal method under the Highway Act, 1835, of extinguishing or diverting a footpath, he thought that it was obvious that there must be quite clear words in another Act of Parliament to confer on that court a jurisdiction concurrent with that of Quarter Sessions to make an order to the same effect. He was quite satisfied that the language of s. 3 of the Act of 1923 certainly did not clearly, and, as he thought, did not at all confer that concurrent jurisdiction on the Railway and Canal Commission Court, and they could not accede to the application, which must be dismissed.

Sir FRANCIS TAYLOR gave judgment to the same effect.

Sir FRANCIS DUNNELL agreed.

COUNSEL: *David Bowen*, for the Hoddesdon Urban District Council; *E. J. Rimmer*, for the applicants.

SOLICITORS: *Sharpe, Pritchard & Co.*, agents for *Longmores*, Hertford; *Kenneth Brown, Baker, Baker*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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It was announced in Northern Ireland House of Commons on Wednesday that Sir Lynden Macassey, K.C., has accepted the Government invitation to be Chairman of the Appeal Tribunal under the Road and Rail Transport Act, and that he has expressed a desire not to receive remuneration for his services. To facilitate the appointment a special Bill was introduced amending the Act so that the Tribunal Chairman could be chosen from the English Bar.

**Burningham** *v.* **Lindsell.**

Lord Hewart, C.J., du Parcq and Goddard, JJ.
27th March, 1936.

ROAD TRAFFIC—MOTOR-VAN FITTED WITH PERMANENT APPARATUS — WHETHER A "GOODS VEHICLE" — ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), ss. 2, 10; Sched. I.

Appeal by case stated from a decision of Feltham Justices.

An information was preferred by the respondent, Linsdell, against the appellant under s. 10 of, and Sched. I to, the Road Traffic Act, 1930, as amended by the Road Traffic Act, 1934, s. 2, for that he did unlawfully drive a light goods vehicle at more than 30 miles an hour. The information was heard in June, 1935, and the appellant was convicted and fined £1. The following facts were proved or admitted before the justices: in April, 1935, the appellant drove the vehicle at 40 m.p.h. on a road where no speed limit was in force. The vehicle, a news recording van, consisted of a chassis with a van body within which was fixed certain apparatus. The van was registered for taxation purposes as of private class and as a motor car within s. 2 (1) of the 1930 Act. The apparatus consisted of (1) a block of batteries never removed from the body except for the purpose of being re-charged; (2) cameras and sound-recording apparatus connected with the batteries by means of cables. The sound apparatus could not be disconnected from the vehicle, which was at all material times being used for the purpose for which it had originally been constructed. It was contended for the appellant *inter alia* that, by virtue of s. 2 (4) (*b*) of the Road Traffic Act, 1930, the apparatus within the vehicle must be deemed not to constitute a load, but to form part of the vehicle as being a permanent fixture, and that the vehicle was neither constructed nor used to carry goods or any burden. For the respondent it was contended (1) that s. 2 (4) (*b*) of the 1930 Act related only to questions concerning the weight of a vehicle unloaded; (2) that there were only three classes of vehicle contemplated by the Act. They were set out in the 1st Sched. to the Act. The vehicle in question did not come within the class of either "passenger vehicles" or "locomotives and motor tractors," and must therefore come within the class of "goods vehicles," i.e., vehicles constructed for the conveyance of goods or burden of any description. The justices, being of opinion that the vehicle was a goods vehicle within the meaning of the Act, convicted and fined the appellant.

LORD HEWART, C.J., said that in his opinion the justices had come to a right decision. Of the three categories set out in the 1st Sched. to the Act this vehicle must come within the second. There was no question of its carrying goods, but it was necessary to enquire whether it was carrying a burden. Although it was true that in ascertaining the quantity of a load, permanent apparatus was not to be taken into consideration, it did not, however, follow that that apparatus was not a burden. The appeal must be dismissed.

DU PARCQ and GODDARD, JJ., agreed.

COUNSEL: *Laurence Vine*, for the appellant; *F. J. Powell*, for the respondent.

SOLICITORS: *Amery-Parkes & Co.*; *The Solicitor to the Metropolitan Police.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

**Hitchins and Another** *v.* **British Coal Refining Processes Ltd.**

Talbot and Macnaghten, JJ.
23rd, 24th, 25th March, 6th April, 1936.

ARBITRATION—MOTION TO SET ASIDE AWARD—POWER OF COURT TO LOOK AT PLEADINGS—NEGLIGENCE FOUND—HELD INSUFFICIENT TO JUSTIFY TERMINATION OF CONTRACT—WHETHER AN ERROR IN LAW.

Motion to set aside an arbitrator's award.

The appellants owned the sole rights in a certain coal refining process in Great Britain and all Ireland. By an agreement of the 14th September, 1933, they engaged the respondents to act as consulting engineers in connection with that process until the 31st March, 1939, on the terms set out in the agreement. Within six months a dispute arose between the parties, the appellants wishing the respondents to attend daily at the site where the plant for working the refining process was being erected. The respondents, considering that it was no part of their duties as consulting engineers to attend every day, refused to do so. The appellants therefore terminated the agreement in March, 1934, and the matter was referred to arbitration. The respondents claimed damages for the termination of the agreement, which they contended to be unjustified. The appellants contended that the respondents should have attended at the site every day, and that they had been guilty of negligence. They counter-claimed for damages accordingly. The arbitrator decided that the appellants' grounds for terminating the agreement were insufficient and that the respondents were entitled to damages. He also decided that the respondents had been guilty of negligence alleged against them in certain specified paragraphs of the defence and counter-claim, and awarded the appellants damages. He did not state the respective amounts which he awarded, but awarded the respondents £1,317, after setting off the unspecified damages awarded to the appellants. The appellants now sought to have the award set aside on the ground of error in law apparent on the face of it. At the hearing of the motion, counsel for the appellants contended that the whole of the pleadings delivered by the parties in the arbitration were admissible, namely: (1) the points of claim; (2) the points of defence and counter-claim; and (3) the reply. The respondents contended that, for the purpose of deciding whether there was any error of law apparent on the face of the award, the court could not look at any document except the award itself. There was no proposition of law of any kind in the award itself. *Cur. adv. vult.*

LORD MACNAGHTEN, in giving the judgment of the court, said that in *F. R. Absalom Ltd.* v. *The Great Western (London) Garden Village Society Ltd.* ([1933] A.C. 592), Lord Warrington had considered (at p. 599) that the court was at liberty to look at the pleadings solely for the purpose of ascertaining whether any specific question of law was in dispute. Lord Wright, on the other hand, considered (at p. 613) that, since the pleadings were not referred to in the award, they could not in strictness be looked at. In this case, as the arbitrator had found that the respondents were guilty of negligence "as mentioned" in certain specified paragraphs of the counter-claim, those paragraphs ought, in the opinion of the court, to be regarded as incorporated in and forming part of the award. Counsel for the appellant had argued that the arbitrator had committed an error in law because the respondents' negligence as a matter of law justified the appellants in terminating the agreement. For that, counsel had relied on *Morgan* v. *Savin* (1867), 16 L.T. (N.S.) 333, 457; and *Harmer* v. *Cornelius* (1858), 5 C.B. (N.S.) 236. But, as had been pointed out by Channell, J., in *Baster* v. *London & County Printing Works* [1899] 1 Q.B. 901, at p. 904, it was impossible to give an exhaustive definition of what misconduct justified dismissal, because the question was one of fact and degree in all cases. In the present case it was for the arbitrator to decide whether the respondents' negligence was such as to justify the appellants in terminating the agreement, and his decision was final and binding on the parties. The motion to set aside the award must be dismissed.

COUNSEL: *R. P. Croom-Johnson*, K.C., and *J. P. Ashworth*, for the appellants; *D. N. Pritt*, K.C., and *G. J. Paull*, for the respondents.

SOLICITORS: *Slaughter & May*; *W. W. Harden.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Lord Atkin will preside at the annual general meeting of the Barristers' Benevolent Association, which will be held at Gray's Inn Hall on Thursday, 21st May, at 4.30 p.m.

**Eyre** *v.* **Brumfield.**

Lord Hewart, C.J., du Parcq and Goddard, JJ.
21st April, 1936.

GAMING—GAMING MACHINES ON PREMISES—KEEPER OF PREMISES SUMMONED—DESTRUCTION OF MACHINES ORDERED BY JUSTICES UNDER DIFFERENT STATUTE—JURISDICTION—GAMING ACT, 1845 (8 & 9 Vict., c. 109), s. 8; GAMING HOUSES ACT, 1854 (17 & 18 Vict., c. 38), s. 4.

Appeal, by case stated, from a decision of Lincolnshire justices.

An information was preferred against the appellant, Eyre, under s. 4 of the Gaming Houses Act, 1854, for that, on the 14th August, 1935, having the use of a certain place, he unlawfully used it for the purpose of gaming with automatic machines. Informations were at the same time preferred against the appellant in respect of similar alleged offences on other dates. On the hearing of the informations, the following facts were proved or admitted: The premises were an amusement arcade containing, on the material dates, *inter alia*, twenty-one automatic machines, all of which were operated by inserting pennies in a slot, and returned to the person inserting the penny odds varying with the particular combination or event indicated when the machine came to rest. All the machines were being used in this way on the material dates. On the 20th August, an inspector of police, with other police officers, entered the premises under a warrant directed to him in the form prescribed in Sched. I to the Gaming Act, 1845. The appellant at once admitted that he owned seventeen of the machines and that he shared in the takings from the other four. The inspector then, purporting to act under the warrant, seized and kept possession of the machines, and produced them to the justices at the hearing of the informations. The inspector did not at any time arrest the appellant or any person found resorting to the premises. It was contended for the appellant (1) that the justices had no power to confiscate the machines or have them destroyed; (2) that the justices were not the justices contemplated in s. 8 of the Gaming Act, 1845, before whom any person had been "taken by virtue of the warrant"; (3) that there was no charge under the Act of 1845 before the justices; and (4) that the justices had no power under s. 4 of the Act of 1854 to have the machines destroyed. It was contended for the respondent (1) that the police had power to seize the machines under the warrant, which had been issued under the Gaming Act, 1845; (2) that the justices had power to destroy the machines by virtue of s. 8 of that Act; (3) that the appellant was before the justices by virtue of the warrant under which the inspector entered the premises; and (4) that no charge under the Act of 1845 was necessary to empower the justices to have the machines destroyed. The justices ordered the appellant to pay the costs by way of penalty, and that the machines should be destroyed.

LORD HEWART, C.J., said that, in his opinion, the appeal should be allowed. The proceedings had been based on informations preferred under s. 4 of the Gaming Houses Act, 1854, and not otherwise. The only power which justices had to order the destruction of gaming machines was to be found in s. 8 of the Gaming Act, 1845, which, however, gave the power thus: "It shall be lawful for the . . . justices before whom any person shall be taken by virtue of the warrant . . . to direct all . . . instruments of gaming to be forthwith destroyed." The "warrant" mentioned there was referred to in the earlier part of the section as a "warrant or order issued under the provisions of this Act." Too little attention had been paid to the limited words at the end of s. 8. The appellant had not been taken before the justices by virtue of a warrant issued under the Act of 1845. He had, on the contrary, appeared in answer to a summons arising out of informations under s. 4 of the Act of 1854. The appellant's contention that the justices were not "the justices before whom any person had been taken by virtue of the warrant" was right. In the circumstances, therefore, and in view of the course which the prosecution had seen fit to take, the justices had not been entitled to order the destruction of the machines, and the case must be remitted to them with the expression of the court's opinion that they were not so entitled in view of the nature of the proceedings before them.

DU PARCQ and GODDARD, JJ., agreed.

COUNSEL: *Graham Swanwick*, for the appellant; *Vernon Gattie*, for the respondent.

SOLICITORS: *Warr & Co.*, agents for *John Barkers*, Grimsby; *H. K. & H. S. Bloomer*, Grimsby.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

## TABLE OF CASES previously reported in current volume.

# Parliamentary News.

## Progress of Bills.

### House of Lords.

Army and Air Force (Annual) Bill.
Royal Assent. [30th April.

Buckingham's Charity (Dunstable) Scheme Confirmation Bill.
Read First Time. [30th April.

Cotton Spinning Industry Bill.
Read Second Time. [30th April.

Electricity Supply (Meters) Bill.
In Committee. [30th April.

Gas Light and Coke Company (No. 1) Bill.
Read Second Time. [6th May.

Glasgow Corporation Order Confirmation Bill.
Reported. [5th May.

Lee Conservancy Catchment Board Bill.
Reported, with Amendments. [30th April.

London and North Eastern Railway Order Confirmation Bill.
Reported. [5th May.

London County Council (General Powers) Bill.
Read Third Time. [6th May.

London Midland and Scottish Railway Bill.
Read Second Time. [6th May.

Malta (Letters Patent) Bill.
Read Second Time. [5th May.

Ministry of Health Provisional Order (Bridport Joint Hospital District) Bill.
Amendments reported. [6th May.

Ministry of Health Provisional Order (Bristol) Bill.
Read First Time. [5th May.

Ministry of Health Provisional Order (Falmouth) Bill.
Read First Time. [5th May.

Ministry of Health Provisional Order (Luton) Bill.
Read Third Time. [6th May.

Ministry of Health Provisional Order (Matlock) Bill.
Read Third Time. [6th May.

Mortlake Crematorium Bill.
Reported, with Amendments. [30th April.

North Wales Electric Power Bill.
Read Second Time. [6th May.

Retail Meat Dealers (Sunday Closing) Bill.
Read First Time. [5th May.

South East Cornwall Water Board Bill.
Read Second Time. [30th April.

Trial of Peers (Abolition of Privilege) Bill.
Reported without Amendment. [6th May.

Wrexham and East Denbighshire Water Bill.
Reported, with Amendments. [30th April.

### House of Commons.

Buckingham's Charity in Dunstable Bill.
Read Third Time. [29th April.

Civil List Bill.
Read First Time. [6th May.

Coal Mines Bill.
Read First Time. [5th May.

Coinage Offences Bill.
Read Second Time. [30th April.

Derby Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [5th May.

Doncaster Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [5th May.

Grampian Electricity Supply Order Confirmation Bill.
Read First Time. [6th May.

Great Western Railway (Additional Powers) Bill.
Reported, with Amendments. [30th April.

Llanelly District Traction Bill.
Reported with Amendments. [4th May.

London County Council (General Powers) Bill.
Read First Time. [6th May.

Marriages Provisional Orders Bill.
Read First Time. [4th May.

Midwives Bill.
Read Second Time. [30th April.

Ministry of Health Provisional Order (Bristol) Bill.
Read Third Time. [1st May.

Ministry of Health Provisional Order (Falmouth) Bill.
Read Third Time. [1st May.

Nottinghamshire and Derbyshire Traction Bill.
Read Second Time. [30th April.

Pensions (Governors of Dominions, etc.) Bill.
In Committee. [5th May.

Reading Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [5th May.

Retail Meat Dealers (Sunday Closing) Bill.
Read Third Time. [1st May.

Road Traffic (Driving Licences) Bill.
Reported, with an Amendment. [5th May.

Royal National Pension Fund for Nurses Bill.
Read Third Time. [4th May.

Shops (Sunday Trading Restriction) Bill.
Amendments Considered. [1st May.

Solihull Urban District Council Bill.
Reported, with Amendments. [30th April.

Tithe Bill.
Read First Time. [1st May.

Weights and Measures Bill.
Read Second Time. [5th May.

## Questions to Ministers.

### SUPREME COURT (OFFICIAL SHORTHAND NOTE).

Mr. SHINWELL (*for* Mr. PRITT) asked the Attorney-General whether he is aware that the committee appointed by the Lord Chancellor and presided over by Mr. Justice Atkinson, to consider a system for taking an official shorthand note in the Supreme Court, is sitting in secret and has refused to

allow a shorthand note to be taken of the proceedings or evidence: for what reasons it is so sitting and has so refused; how many sittings it has held; and when it will make its report.

The SOLICITOR-GENERAL (Mr. O'Connor): I am not aware that this committee is sitting in any way other than that which is usual for a Departmental Committee. I have no doubt that the committee will take whatever steps are appropriate to obtain the views of the legal profession and of any other persons if they consider that their evidence is likely to be of assistance to them. The committee has not received any application to allow shorthand notes to be taken of the proceedings or the evidence, but it is for the committee itself to decide whether such a note is necessary. The committee has up to the present moment held four meetings, and I understand that it hopes to present its report at an early date. [6th May.

# The Law Society.

## HONOURS EXAMINATION.

MARCH, 1936.

At the Examination for Honours of Candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction (the names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses):—

FIRST CLASS.

(In order of Merit.)

Gordon Hamer Hall, LL.B. Leeds (Mr. Walter Henry Leathem, LL.B., and Mr. Norman Ligitwood Fleming, both of Bradford; and Messrs. Torr & Co., of London).

Harold Horsfall Turner, B.A., B.C.L. Oxon, LL.B. Birmingham (Mr. August William Dickson, LL.B., of the firm of Messrs. Augustus W. Dickson & Berry, of Birmingham).

Geoffrey Chapman Godber, LL.B. London (Mr. Joseph Bramwell Graham, of Bedford).

SECOND CLASS.

(In alphabetical order).

John Evelyn Beadon Adams (Mr. John Trevelyan Louch, of the firm of Messrs. Louch, Belcher & Co., of Newbury; and Mr. Gerald England Tunnicliffe, of the firm of Messrs. Maude and Tunnicliffe, of London).

Denis James Bond Cockshutt (Mr. Joseph Cockshutt, of the firm of Messrs. Slaughter, Colegrave & Cockshutt, of London).

James Humphrey Ferris Dixon (Mr. Norman Dixon, LL.B., of the firm of Messrs. Jacobs, Dixon & Sons, of Hull).

Ian Ruxton Drummond (Mr. William Edgar Stephens, O.B.E., of Great Yarmouth).

Graham Hamilton-Sharp, LL.B. London (Mr. Sydney Ernest Redfern, LL.B., of the firm of Messrs. Sydney Redfern and Co., of London).

Hugh Oliver Jones, M.A. Glasgow (Mr. David Hughes, of Chester).

Vivian Royston Jones (Mr. Henry William Spowart, of Llanelly, and Mr. David Owen Thomas, B.A., of the firm of Messrs. D. O. Thomas, Williams and Jones, of Swansea).

Ronald George Middleton (Mr. Paul Burrell Tiddeman, of London).

Charles Henry Priestley, B.A. Oxon (Mr. William Egerton Mortimer, M.A., of the firm of Messrs. Slaughter & May, of London).

Jack Thompson (Mr. Norman Garlick Silvester, of the firm of Messrs. Silvester & Sons, of Goole).

THIRD CLASS.

(In alphabetical order.)

Geoffrey Fraser Aronson (Mr. James Arthur Phillips, and Mr. Robert Stevens Fraser, both of the firm of Messrs. R. S. Fraser & Co., of London).

Horace Alexander Callander Bourne (Mr. Walter Edward Luard Dawson-Pattisson, of the firm of Messrs. Hore, Pattisson and Bathurst, of London).

Ridley Hurrell Bruce (Mr. George Herbert Freeman, of the firm of Messrs. Freeman, Wechsler & Co., and Mr. Thomas Frederick Ellison, of the firm of Messrs. Watkins, Pulleyn and Ellison, both of London).

William Henry Cook (Mr. Frederick Jotcham White, of the firm of Messrs. Salisbury, Griffiths & White, of Bristol.)

William Hugh Corbett-Lowe, B.A. Oxon (Mr. Cecil William Bateson, of the firm of Messrs. Thomas Cooper & Co., of London).

Harcourt Bellew Montague Falck (Mr. Harold Otto Seyd, of London).

Richard Byrne Gale (Mr. Athelstan Rendall, of the firm of Messrs. Rendall, Litchfield & Co., of Bournemouth).

John Walter Michael Graham (Mr. Walter Hill Graham, of the firm of Messrs. Stephens, Graham, Wright & Co., of St. Austell).

John Geoffrey Errington Greenwood, LL.B. Durham (Mr. Henry Francis Rennoldson, B.A., LL.B., of the firm of Messrs. J. H. & H. F. Rennoldson, of South Shields).

Maurice Juniper Guymer (Mr. Arthur Robert Besant, Mr. Charles John Bryden and Mr. Ernest Bryden Besant, of the firm of Messrs. Keene, Marsland, Bryden, Besant, Batham and Cork, of London).

Arthur Graham Harrison (Mr. Joseph Wilson, M.C., LL.B., of Bebington, Cheshire).

Arthur Kenneth Horner, LL.B. London (Major Geoffrey Arthur Holme Bower, M.C., T.D., of the firm of Messrs. Bower, Cotton & Bower, of London).

Denis Gearey Hounsfield, LL.B. Leeds (Mr. William Henry Coles, of the firm of Messrs. Dixon, Coles & Gill, of Wakefield).

Emrys Jones (Mr. Walter Cradoc Davies, of the firm of Messrs. Evan R. Davies & Davies, of Pwllheli).

Israel David Lewis, B.A. Oxon (Mr. George Shorrock Ashcombe Wheatcroft, B.A., of the firm of Messrs. Corbin, Greener & Cook, of London).

John Sydenham Marshall (Mr. Robert Sydenham Cole Marshall, of the firm of Messrs. Marshall, Ashwell & Co., of Stoke-upon-Trent).

Douglas Lester Mogford, LL.B. Birmingham (Mr. Richard Hambrook Mogford, of the firm of Messrs. Mogford, Son and Warwick, of Birmingham).

Francis Byrne Nunney, B.A. Oxon (Mr. James Husband Dickson, of Chester; and Messrs. Sharpe, Pritchard & Co., of London).

Arthur Cecil Potter (Mr. Herbert Francis Kellie Ireland, of London).

Charles Philip Robinson (Mr. Thomas Kingsley Evans, of Smethwick).

Arthur Ronald Aitken Seacome (Mr. Ronald McLaren, B.A., of the firm of Messrs. McLaren & Jeens, of Cheltenham).

John Barrington Taylor (Mr. Walter Farley Long, of the firm of Messrs. Titley, Long & Vale, of Bath).

Gilbert Rathbone Whitehead, B.A. Oxon (Mr. Thomas Tolmé Blyth, M.A., of the firm of Messrs. Blyth, Dutton, Hartley & Blyth, of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prizes:—

To Mr. Hall—The Clement's Inn Prize—Value about £42.

To Mr. Turner—The Daniel Reardon Prize—Value about £21.

To Mr. Godber—The Clifford's Inn Prize—Value £5 5s.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

One hundred and twenty-four candidates gave notice for examination.

# Societies.

## Inns of Court.

### CALLS TO THE BAR.

Wednesday, 6th May, was call night at the Inns of Court. The following were called:—

LINCOLN'S INN.

J. R. Patey, of Paris University Law School, a member of the Paris Bar; Muriel M. F. G. Walker; Ravi Shankar Derashri, LL.M., Post Graduate Student, Birmingham University, B.Sc. Allahabad University, LL.B. Agra University.

INNER TEMPLE.

E. I. Goulding (holder of a Certificate of Honour, awarded Hilary Term, 1936), of St. Catharine's College, Cambridge, M.A., Instructor-Lieutenant R.N.; M. A. Pinney, of Corpus Christi College, Cambridge, B.A.; C. G. X. Henriques, of University College, London, LL.B.; W. P. A. Graetz, of St. John's College, Oxford, B.A.; S. F. M. Cressall, of Pembroke College, Oxford, B.A.; P. H. B. W. Foster, of Corpus Christi College, Cambridge, B.A., LL.B.; J. G. Burrell, of the University College of Wales, Aberystwyth; J. L. Buchanan, of Trinity College, Cambridge, Barrister-at-Law, Cape Colony, South Africa.

MIDDLE TEMPLE.

J. B. B. Kendrick, B.A., of Queen's College, Oxford; K. Chenstone, M.A., of Jesus College, Cambridge; Guan Hock Po; P. C. Lewis; Bomanshaw Dorabji Mistry, B.A., of Nagpur University; Kartar Singh, B.Sc., LL.B., of Punjab University.

GRAY'S INN.

A. G. C. Somerhough, Exeter College, Oxford, Flight Lieutenant, R.A.F.; H. B. Benson.

## Gray's Inn.

GRAND DAY.

Thursday, the 30th April, being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Lord Morison) and the Masters of the Bench entertained at dinner the following guests:—The Earl of Bessborough, The Lord Chief Justice, Lord Maugham, Mr. J. R. Clynes, M.P., Lord Justice Scott, The Lord President of the Court of Session (Lord Normand), Lord Fleming, Mr. Justice Luxmoore, Sir Milsom Rees, Sir Francis Taylor, K.C., Colonel Sir Courtauld Thomson, and Mr. J. W. Beaumont Pease. The Benchers present in addition to the Treasurer, were: Lord Atkin, Sir Montague Sharpe, K.C., Mr. R. E. Dummett, Mr. Justice Greaves-Lord, Mr. Bernard Campion, K.C., Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Justice Hilbery, Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. W. Trevor Watson, K.C., Mr. R. Warden Lee, Sir Shadi Lal, Mr. R. G. Menzies, K.C., M.P., with the Under-Treasurer.

## Law Association.

The usual monthly meeting of the Directors was held on the 4th May, Mr. Guy H. Cholmeley in the chair. The other Directors present were Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. William Winterbotham and the Secretary, Mr. Andrew H. Morton. The final arrangements were made for the holding of the Annual General Court on Wednesday, the 10th June, Lord Blanesburgh (the President) having notified his willingness to be present and preside. The final accounts for the financial year were directed to be paid, and the annual report was considered and approved; and other general business was transacted.

## The Hardwicke Society.

A meeting of the society was held on Friday, 1st May, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Mr. Norman Stogdon moved: "That this House views with sympathy the claims of Germany to 'a place in the sun.'" Mr. C. E. Scholefield opposed. There also spoke Mr. Whitfield, Mr. Michael O'Connell Stranders, Mr. A. Newman Hall, Mr. Blackwood Wright, Mr. G. E. Llewellyn Thomas, Mr. T. K. Wigan, Mr. Regendanz, Mr. Betnel, Mr. Southall, Mr. Campbell Prosser, Mr. Lewis Sturge, Major Church. The hon. mover having replied, the House divided, and the motion was lost by three votes.

## United Law Clerks' Society.

ANNUAL MEETING.

The Annual Meeting of this Society was held in the Old Hall, Lincoln's Inn, on Wednesday, 29th April last Mr. J. Smeaton, Chairman of Committee, presiding. He presented the report for the past year, and the accounts, which showed receipts at £14,601 and payments at £12,614. Of the latter figure superannuation and other benefits had totalled £9,880. On the benevolent account grants had amounted to £390. The membership of the Society had increased and now stood at 1,770. On the Health Insurance side the membership was 2,422, and payments in respect of benefits had amounted to £2,757. All the usual activities of the Society had been carried on and it had been a year of useful work. The Committee of Management, the Treasurer, Stewards and Auditors, were re-elected, and amendments of rules were adopted. The Society's address is 2, Stone-buildings, Lincoln's-inn, London, W.C.2.

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The Board of Trade have appointed Mr. A. T. Miller, K.C., (Chairman), Mr. Ernest Bevin and Mr. G. R. Rudolf, as a committee to inquire into the present system of insuring hulls of vessels in the light of recent judicial comments on the insured values of ships for total loss, and to report whether any change of practice is desirable and possible. The committee, at its first meeting last Tuesday, considered its general programme and procedure. The committee is getting in touch with various interests known to be concerned. Any persons or organisations desiring to submit evidence should communicate with the Secretary to the Committee, Mr. W. T. Turner, O.B.E., Mercantile Marine Department, Board of Trade, London, S.W.1.

# Legal Notes and News.

## Honours and Appointments.

The King has approved of the retention of the title of "Honourable" by Sir JOHN MUSGRAVE HARVEY, Kt., formerly a Puisne Judge of the Supreme Court of the State of New South Wales.

The Lord Chancellor has appointed Mr. GILBERT HOWARD BAILEY to be the Registrar of Guildford County Court as from the 1st May, 1936. Mr. Bailey was admitted a solicitor in 1907.

The Lord Chancellor has appointed Mr. FRANK MAINWARING FURLEY to be the Registrar of Margate and Ramsgate County Courts and District Registrar in the District Registry of the High Court of Justice in Ramsgate as from 1st May, 1936. Mr. Furley was admitted a solicitor in 1903.

The Home Office has confirmed the appointment of Mr. W. M. PATTERSON, solicitor, as Magistrates' Clerk at Jarrow, in succession to Mr. R. W. C. Newlands, who retired last week after holding that office for twenty-five years. Mr. Patterson was admitted a solicitor in 1922.

Mr. R. C. W. BURN has been appointed acting Secretary of the Duchy of Cornwall, following the resignation, through ill-health, of Major Hilgrove McCormick. Mr. Burn was admitted a solicitor in 1912.

Mr. E. W. CARTER has been appointed Assistant Solicitor to Hammersmith Metropolitan Borough Council. Mr. Carter was admitted a solicitor in 1932.

Mr. HUGH GRIFFITH has been recommended for appointment as Chief Assistant Solicitor to Leicester City Council. Mr. Griffith was admitted a solicitor in 1930.

## Professional Announcements.

(2s. per line.)

EX-CHIEF INSP. GOUGH, Scotland Yard, is proceeding to NEW ZEALAND and AUSTRALIA professionally in July. Will undertake any confidential matters en route. Address: 15, Yew Tree Court, London, N.W.11, until end of July, then Box 45A, G.P.O., Sydney, N.S.W.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

## Notes.

A presentation, on behalf of present and past officials of the Council, has been made to Mr. J. W. Allen North, Solicitor to Litherland Urban District Council, who is retiring after thirty-five years' service. Mr. North was admitted a solicitor in 1891.

Mr. George Godfrey Warr, solicitor, was at Guildhall, last week, admitted and sworn as an Alderman of the City of London in place of the late Lord Marshall of Chipstead. Mr. Warr, who was admitted a solicitor in 1908, is senior partner in the firm of Messrs. Godfrey Warr & Co., of Fenchurch-street, E.C.

The University of London announces a special University Lecture in Laws by Professor A. D. Gibb (Professor of Scots Law in the University of Glasgow), at King's College (Strand, W.C.2), on Wednesday, 27th May, at 5.30 p.m. The subject of the lecture is "The Inter-relation of the Legal Systems of Scotland and England."

The Museum of the Public Record Office, Chancery-lane, will be open in future from 1 to 4 every afternoon (except Saturdays, Sundays, and public holidays) instead of from 2 to 4 as before. It is hoped that the earlier opening will enable many people to visit the museum during the lunch hour. Organised parties are admitted, by arrangement, at other times. The armorial stained glass window at the west end of the museum has been brought up to date by the addition of the arms of Lord Wright, the present Master of the Rolls, and by the alteration of Lord Hanworth's coronet to indicate the viscounty conferred upon him in the New Year Honours.

The following statement was issued by the Home Office last Wednesday: "In pursuance of the resolutions passed by both Houses of Parliament yesterday, the Home Secretary has appointed The Honourable Mr. Justice Porter, Mr. Gavin Simonds, K.C., and Mr. Roland Oliver, K.C., to be a Tribunal for the purposes of the inquiry into the question whether any

unauthorised disclosure was made of information relating to the Budget for the present year, or any use made of any such information for the purposes of private gain. Any communications on the subject of the Tribunal's inquiry should be addressed to the Secretary of the Tribunal at the Royal Courts of Justice."

## Wills and Bequests.

Mr. Lionel Alfred Gilbert, solicitor, of Wimbledon, left £12,090, with net personalty £11,397.

Mr. John Sladen Wing, solicitor, of Chelsea and of Little College Street, S.W., left £40,364, with net personality £37,254.

Mr. Thomas Allard Cox, solicitor, of Evesham, left £29,617, with net personalty £26,471.

Mr. Frank Metcalf, solicitor, of Prestwich, left £15,574, with net personalty £15,018.

Mr. James Charles Waddington, solicitor and farmer, of Burnley, left £57,829, with net personalty £27,088.

Mr. Frederick Thomas Huntley, retired solicitor, of Boscombe, left £29,439, with net personalty £29,355.

Mr. Francis Xavier Lynch, solicitor, of Liverpool, left £16,728, with net personalty £14,972.

Mr. James Leawood, solicitor's clerk, of Ashby-de-la-Zouch, left £17,473, with net personalty £16,254.

Mr. William Cumberland, solicitor, of Bristol, left £20,946, with net personalty £14,167.

Mr. Charles Thomas Price, solicitor, of Watford, left £44,388, with net personalty £44,317.

### NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

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# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON.

| DATE. | EMERGENCY ROTA. | APPEAL COURT I. | GROUP I. Mr. JUSTICE EVE. Witness Part I. | Mr. JUSTICE BENNETT. Witness Part II. |
|---|---|---|---|---|
| | Mr. | Mr. | Mr. | Mr. |
| May 11 | Hicks Beach | Ritchie | *Blaker | *Hicks Beach |
| ,, 12 | Andrews | Blaker | *Jones | Blaker |
| ,, 13 | Jones | More | *Hicks Beach | *Jones |
| ,, 14 | Ritchie | Hicks Beach | Blaker | Hicks Beach |
| ,, 15 | Blaker | Andrews | *Jones | *Blaker |
| ,, 16 | More | Jones | Hicks Beach | Jones |
| | GROUP I. Mr. JUSTICE CROSSMAN. Non-Witness. | Mr. JUSTICE CLAUSON. Non-Witness. | GROUP II. Mr. JUSTICE LUXMOORE. Witness Part II. | Mr. JUSTICE FARWELL. Witness Part I. |
| | Mr. | Mr. | Mr. | Mr. |
| May 11 | Jones | More | Ritchie | *Andrews |
| ,, 12 | Hicks Beach | Ritchie | *Andrews | *More |
| ,, 13 | Blaker | Andrews | More | *Ritchie |
| ,, 14 | Jones | More | *Ritchie | *Andrews |
| ,, 15 | Hicks Beach | Ritchie | Andrews | More |
| ,, 16 | Blaker | Andrews | More | Ritchie |

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

# Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 21st May, 1936.

| | Div. Months. | Middle Price 6 May 1936. | Flat Interest Yield. £ s. d. | ‡Approximate Yield with redemption £ s. d. |
|---|---|---|---|---|
| **ENGLISH GOVERNMENT SECURITIES** | | | | |
| Consols 4% 1957 or after | FA | 116 | 3 9 0 | 2 19 3 |
| Consols 2½% | JAJO | 85½ | 2 18 6 | — |
| War Loan 3½% 1952 or after | JD | 106 | 3 6 0 | 3 0 11 |
| Funding 4% Loan 1960-90 | MN | 117½ | 3 8 1 | 2 19 4 |
| Funding 3% Loan 1959-69 | AO | 104 | 2 17 8 | 2 15 3 |
| Victory 4% Loan Av. life 23 years | MS | 115¼ | 3 9 3 | 3 1 0 |
| Conversion 5% Loan 1944-64 | MN | 118½ | 4 4 5 | 2 5 6 |
| Conversion 4½% Loan 1940-44 | JJ | 111⅜ | 4 0 10 | 2 1 8 |
| Conversion 3½% Loan 1961 or after | AO | 107½ | 3 5 1 | 3 1 4 |
| Conversion 3% Loan 1948-53 | MS | 105 | 2 17 2 | 2 10 3 |
| Conversion 2½% Loan 1944-49 | AO | 102 | 2 9 0 | 2 4 3 |
| Local Loans 3% Stock 1912 or after | JAJO | 97 | 3 1 10 | — |
| Bank Stock | AO | 377 | 3 3 8 | — |
| Guaranteed 2¾% Stock (Irish Land Act) 1933 or after | JJ | 87½ | 3 2 10 | — |
| Guaranteed 3% Stock (Irish Land Acts) 1939 or after | JJ | 96¼ | 3 2 2 | — |
| India 4½% 1950-55 | MN | 115 | 3 18 3 | 3 3 1 |
| India 3½% 1931 or after | JAJO | 98 | 3 11 5 | — |
| India 3% 1948 or after | JAJO | 86 | 3 9 9 | — |
| Sudan 4½% 1939-73 Av. life 27 years | FA | 119 | 3 15 8 | 3 8 3 |
| Sudan 4% 1974 Red. in part after 1950 | MN | 116 | 3 9 0 | 2 12 4 |
| Tanganyika 4% Guaranteed 1951-71 | FA | 115 | 3 9 7 | 2 15 4 |
| L.P.T.B. 4½% "T.F.A." Stock 1942-72 | JJ | 110 | 4 1 10 | 2 10 4 |
| **COLONIAL SECURITIES** | | | | |
| Australia (Commonw'th) 4% 1955-70 | JJ | 111 | 3 12 1 | 3 4 4 |
| *Australia (C'mm'nw'th) 3¾% 1948-53 | JD | 104 | 3 12 1 | 3 7 4 |
| Canada 4% 1953-58 | MS | 112 | 3 11 5 | 3 1 7 |
| *Natal 3% 1929-49 | JJ | 102 | 2 18 10 | — |
| *New South Wales 3½% 1930-50 | JJ | 101 | 3 9 4 | — |
| *New Zealand 3% 1945 | AO | 101 | 2 19 5 | 2 17 6 |
| Nigeria 4% 1963 | AO | 113 | 3 10 10 | 3 5 5 |
| *Queensland 3½% 1950-70 | JJ | 101 | 3 9 4 | 3 8 2 |
| South Africa 3½% 1953-73 | JD | 107xd | 3 5 5 | 2 19 5 |
| *Victoria 3½% 1929-49 | AO | 100 | 3 10 0 | 3 10 0 |
| **CORPORATION STOCKS** | | | | |
| Birmingham 3% 1947 or after | JJ | 97 | 3 1 10 | — |
| *Croydon 3% 1940-60 | AO | 100 | 3 0 0 | 3 0 0 |
| Essex County 3½% 1952-72 | JD | 108 | 3 4 10 | 2 17 10 |
| Leeds 3% 1927 or after | JJ | 96 | 3 2 6 | — |
| Liverpool 3½% Redeemable by agreement with holders or by purchase | JAJO | 107 | 3 5 5 | — |
| London County 2½% Consolidated Stock after 1920 at option of Corp. | MJSD | 81xd | 3 1 9 | — |
| London County 3% Consolidated Stock after 1920 at option of Corp. | MJSD | 96xd | 3 2 6 | — |
| Manchester 3% 1941 or after | FA | 97 | 3 1 10 | — |
| *Metropolitan Consd. 2½% 1920-49 | MJSD | 100¾xd | 2 9 7 | — |
| Metropolitan Water Board 3% "A" 1963-2003 | AO | 96 | 3 2 6 | 3 2 10 |
| Do. do. 3% "B" 1934-2003 | MS | 97 | 3 1 10 | 3 2 1 |
| Do. do. 3% "E" 1953-73 | JJ | 101 | 2 19 5 | 2 18 5 |
| Middlesex County Council 4% 1952-72 | MN | 114 | 3 10 2 | 2 17 10 |
| † Do. do. 4½% 1950-70 | MN | 116 | 3 17 7 | 3 1 6 |
| Nottingham 3% Irredeemable | MN | 96 | 3 2 6 | — |
| Sheffield Corp. 3½% 1968 | JJ | 108 | 3 4 10 | 3 2 0 |
| **ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS** | | | | |
| Gt. Western Rly. 4% Debenture | JJ | 115½ | 3 9 3 | — |
| Gt. Western Rly. 4½% Debenture | JJ | 127½ | 3 10 7 | — |
| Gt. Western Rly. 5% Debenture | JJ | 140½ | 3 11 2 | — |
| Gt. Western Rly. 5% Rent Charge | FA | 135½ | 3 13 10 | — |
| Gt. Western Rly. 5% Cons. Guaranteed | MA | 131½ | 3 16 1 | — |
| Gt. Western Rly. 5% Preference | MA | 121½ | 4 2 4 | — |
| Southern Rly. 4% Debenture | JJ | 114 | 3 10 2 | — |
| †Southern Rly. 4% Red. Deb. 1962-67 | JJ | 115½ | 3 9 3 | 3 2 4 |
| Southern Rly. 5% Guaranteed | MA | 131½ | 3 16 1 | — |
| Southern Rly. 5% Preference | MA | 122½ | 4 1 8 | — |

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.